

PART I – THE SCHEDULE
SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

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B.1 GENERAL

This procurement is 100% Small Business Set Aside. The NIAC's are 541611 Administrative Management and 541618 Other Management. The Contractor must furnish and make available all professional, technical, administrative and management support services, as well as supplies, materials, data, and facilities needed to accomplish the requirements set forth in Section C.

B.2 TYPE OF CONTRACT

This is a Cost-Plus-Fixed-Fee (CPFF) Level of Effort contract.

(a) In the performance of the Task Order Assignments issued pursuant to the ordering procedures of this contract, the Contractor must provide the level of effort (man-hours) specified in Section B as broken down by period (Base Year and Option Periods) and labor category. For each level of effort CLIN, the Contractor agrees to provide the total level of effort specified in Section B of this contract as broken out by labor category. For each level of effort CLIN, the total level of effort for the performance of this contract must include total direct labor man-hours, including subcontracting and consultant direct labor.

(b) Of the total man-hours of direct labor set forth in Section B, zero man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor must not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above must only include effort performed in direct support of this contract and must not include time and effort expended on such things as local travel to and from an employee's usual work location, uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations, or other time and effort which does not have a specific and direct contribution to the tasks described in task orders issued in accordance with Sections B and C of the contract. The contractor must expend man-hours only in the performance of Task Order Assignments issued in accordance with the ordering procedures of this contract.

(d) The level of effort delineated in Section B is provided as the Government's best estimate. Changes in programmatic requirements may cause an increase or decrease in the number of man-hours identified in Section B or in the breakout of hours by labor category. The Contractor must provide all man-hours which may be needed to complete the Task Order Assignments issued during the term of the contract. However, the Contractor must not proceed beyond either the established Task Order Assignment level of effort, or the Section B CLIN level of effort (including the breakout of hours by labor category) unless authorized to do so in a task assignment modification or contract modification issued by the Contracting Officer.

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(e) If the total level of effort specified in Section B is not provided by the Contractor during the period of the contract CLIN, the Contracting Officer, at his sole discretion, must either (i) reduce the fee of this contract as follows:

$$\text{Fee Reduction} = \text{Section B Fixed Fee} \times \frac{\text{Adjusted LOE}}{\text{Section B LOE}}$$

Adjusted LOE = Program Manager direct labor hour rate x (Estimated Program Manager direct labor hours – Expended Program Manager direct labor hours) + Principal Consultant direct labor hour rate x (Estimated Principal Consultant direct labor hours – Expended Principal Consultant direct labor hours) + Senior Consultant direct labor hour rate x (Estimated Senior Consultant direct labor hours – Expended Senior Consultant direct labor hours) + Junior Consultant direct labor hour rate x (Estimated Junior Consultant direct labor hours – Expended Junior Consultant direct labor hours) + Admin/Graphics direct labor hour rate x (Estimated Admin/Graphics direct labor hours – Expended Admin/Graphics direct labor hours)

Section B LOE = Program Manager direct labor hour rate x Estimated Program Manager direct labor hours + Principal Consultant direct labor hour rate x Estimated Principal Consultant direct labor hours + Senior Consultant direct labor hour rate x Estimated Senior Consultant direct labor hours + Junior Consultant direct labor hour rate x Estimated Junior Consultant direct labor hours + Admin/Graphics direct labor hour rate x Estimated Admin/Graphics direct labor hours

Estimated direct labor hours are set forth in Section B.3.

Expended direct labor hours are man-hours provided by Contractor in accordance with Section B.

or (ii) subject to the provisions of the contract clause entitled “LIMITATION OF COST”, require the Contractor to continue to perform the work until the total number of man-hours of direct labor specified in Section B shall have been expended, at no increase in the fee of this contract.

(f) The Contractor must provide and maintain an accounting system, acceptable to the Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of the contract. The Contractor must indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(g) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor must submit the following information, in writing, to the Contracting Officer:

- 1) the total number of man-hours of direct labor expended during the applicable period;

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- 2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs;
- 3) a breakdown of other costs incurred; and
- 4) Contractor's estimate of the total allowable cost incurred under the contract for the period.

Within 45 days after completion of work under the contract, the Contractor must submit, in addition,

- 1) Contractor's estimate as to the amount by which the estimated cost of this contract may be reduced to recover excess funds;
- 2) in the case of an under run in man-hours specified as the total level of effort, Contractor's estimated calculation of the appropriate fee reduction in accordance with this clause.

All submissions in pursuant to this Section B.2(g) must include subcontractor and consultant information.

(i) Notwithstanding any provisions in the above paragraphs, and as directed by the Contracting Officer, the Contractor may furnish man-hours up to ten percent in excess of the total man-hours specified in Section B, provided that the additional effort is furnished within the terms hereof and no individual labor category hours is in excess of ten percent of the labor category break out in Section B, and provided further that no increase in the estimated cost or fee is required.

(j) Nothing in this clause shall be construed to constitute authorization for work not in accordance with the "Limitation of Cost", or "Limitation of Funds" clauses of the contract.

B.3 CEILING REQUIREMENTS

The ceiling total level of effort of this contract is (Base Year and 4 Option Periods) is **41,000** direct labor hours. The **Base Year** level of effort is estimated at 8,200 direct labor hours and the **Option Period** levels of effort are estimated at 8,200 hours each as follows:

Program Manager approx. 230 direct labor hours
Principal Consultant approx. 4790 direct labor hours
Senior Consultant approx. 1840 direct labor hours
Junior Consultant approx. 1250 direct labor hours
Admin/Graphics approx. 90 direct labor hours
Total Base Period approx. direct labor hours 8,200.

Program Manager approx. 230 direct labor hours
Principal Consultant approx. 4790 direct labor hours
Senior Consultant approx. 1840 direct labor hours
Junior Consultant approx. 1250 direct labor hours
Admin/Graphics approx. 90 direct labor hours
Total Option Period 1 approx. direct labor hours 8,200.

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Program Manager approx. 230 direct labor hours
Principal Consultant approx. 4790 direct labor hours
Senior Consultant approx. 1840 direct labor hours
Junior Consultant approx. 1250 direct labor hours
Admin/Graphics approx. 90 direct labor hours
Total Option Period 2 approx. direct labor hours 8,200.

Program Manager approx. 230 direct labor hours
Principal Consultant approx. 4790 direct labor hours
Senior Consultant approx. 1840 direct labor hours
Junior Consultant approx. 1250 direct labor hours
Admin/Graphics approx. 90 direct labor hours
Total Option Period 3 approx. direct labor hours 8,200.

Program Manager approx. 230 direct labor hours
Principal Consultant approx. 4790 direct labor hours
Senior Consultant approx. 1840 direct labor hours
Junior Consultant approx. 1250 direct labor hours
Admin/Graphics approx. 90 direct labor hours
Total Option Period 4 approx. direct labor hours 8,200.

Subject to the provisions of the "Limitation of Funds" or the "Limitation of Cost" clause in the General Provisions hereof, the Contractor must provide 8,200 estimated total direct labor hours (in accordance with the break out by labor category) constituting the Level of Effort (LOE) for the Base Requirement's contract performance period. Additional hours will be included upon exercise of any Option Period.

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B.4 SERVICES

The estimated cost, fixed fee and total estimated cost for the full performance of this contract for the contract period is as follows:

BASE REQUIREMENT

The contractor must perform as stated in Section C, and in accordance with the specific Task described in the SOW from date of contract award through 12 months thereafter.

OPTION PERIOD 1 REQUIREMENTS

The contractor must perform as stated in Section C, and in accordance with the specific Task described in the SOW from date of contract award through 24 months thereafter.

OPTION PERIOD 2 REQUIREMENTS

The contractor must perform as stated in Section C, and in accordance with the specific Task described in the SOW from date of contract award through 36 months thereafter.

OPTION PERIOD 3 REQUIREMENTS

The contractor must perform as stated in Section C, and in accordance with the specific Task described in the SOW from date of contract award through 48 months thereafter.

OPTION PERIOD 4 REQUIREMENTS

The contractor must perform as stated in Section C, and in accordance with the specific Task described in the SOW from date of contract award through 60 months thereafter.

B.5 TOTAL NOT TO EXCEED (NTE) CONTRACT CEILING VALUE (BASE AND OPTIONAL REQUIREMENTS)

The total CPFF amount at award is set at **\$00000.00** this is the Not To Exceed (NTE) amount.

The NTE Contract Ceiling Value of the contract (which includes Base and Optional Requirement) is set at **\$00000.00**.

Should the FAA desire to exceed or increase the NTE CPFF amount of **\$00000.00**. Authority will be obtained from appropriate FAA authorities.

The NTE Contract Ceiling Value of the contract (which includes Base and Optional Requirement) is **\$00000.00** with a breakout as follows:

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	<u>BASE YEAR</u>	<u>OPTION PERIOD 1</u>	<u>OPTION PERIOD 2</u>
Estimated Fee Bearing Costs	\$ 000000	\$ 000000	\$ 000000
Fixed Fee (%)	\$ 000000	\$ 000000	\$ 000000
Travel and ODCs	\$ 00000	\$ 00000	\$ 000000
Subcontractor Cost	\$ 000000	\$ 000000	\$ 000000
Total NTE Estimated CPFF	\$000000	\$ 0000000	\$000000
Level of Effort (Manhours)	8,200	8,200	8,200
	<u>OPTION PERIOD 3</u>	<u>OPTION PERIOD 4</u>	<u>TOTALS</u>
Estimated Fee Bearing Costs	\$ 00000000	\$ 000000	\$000000
Fixed Fee (%)	\$ 0000000	\$ 000000	\$000000
Travel and ODCs	\$ 000000	\$ 000000	\$000000
Subcontractor Cost	\$ 0000000	\$ 000000	\$000000
Total NTE Estimated CPFF	\$ 0000000	\$ 00000000	\$000000
Level of Effort (Manhours)	8,200	8,200	41,000

B.6 FUNDING

Contract funding is obligated at award and via contract modification with funding designated for the specific CLIN.

B.7 REIMBURSEMENT OF COST

For performance of this Contract, the contractor may be reimbursed for direct and indirect costs incurred that are determined by the Contracting Officer to be allowable in accordance with the Clause entitled "Allowable Cost and Payment" (3.2.4-5 April 2001) and the following provisions:

A. Limitation

Reimbursement of costs must not exceed the amounts of funding as obligated under the contract and associated for each individual task order, subject to the Clause entitled "Limitation of Cost" (3.3.1-12 April 1996).

B. Requirement for Prior Approvals

The following must require prior written approval of the Contracting Officer:

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- (1) Proposed subcontracts, in accordance with the Clause entitled “Subcontracts (Cost-Reimbursement and Ceiling Priced Contracts)” (3.10.2-2 October 1996).
 (2) Employment of subcontractors/consultants for work under the contract (see also H.16, “Subcontractors/Consultants”).

(3) Approval for contractor travel to locations outside the contiguous 48 United States. The contractor must submit requests for international travel sufficiently in advance of the planned travel dates to allow processing of all required notifications to the U.S. State Department.

C. Indirect costs

Indirect costs must be determined in accordance with the Clause entitled “Allowable Cost and Payment” (3.2.4-5 April 2001).

D. Travel and Per Diem

Travel and Per Diem will be reimbursed in accordance with Clause G.8 “Travel Costs”.

B.8 FIXED FEE 3.2.4-6 (April 2003)

(a) The FAA shall pay the Contractor for performing this contract the fixed fee specified in the agreed Schedule.

(b) Payment of the fixed fee shall be made as specified in the Schedule; provided, that after payment of 85 percent of the fixed fee, the Contracting Officer shall withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the FAA's interest. This reserve must not exceed 15 percent of the total fixed fee or \$000000 whichever is less.

(End of clause)

PAYMENT OF FIXED FEE (LEVEL OF EFFORT)

(a) The Government shall make payments to Contractor on account of fixed fee, subject to and in accordance with the AMS provisions or clauses listed in 3.2.4-6 Fixed Fee (April 2003); the full text can be accessed via Internet at: <http://conwrite.faa.gov> (on this web page, select “Search and View Clauses”). Such payments shall be equal to (TBD) percent of the allowable cost of each invoice submitted by and payable to Contractor pursuant to the AMS clause in 3.2.4-5 Allowable Cost and Payment (April 2001), subject to the withholding terms and conditions of the “Fixed Fee” clause; the full text can be accessed via Internet at: <http://conwrite.faa.gov> (on this web page, select “Search and View Clauses”).

(b) The fixed fee specified in Section B, and payment thereof, is subject to adjustment pursuant to paragraph (e) of the Section B.2, TYPE OF CONTRACT. If the fee is reduced and the reduced fee is less than the sum of all fee payments made to the Contractor under this contract, the Contractor must repay the excess amount to the Government. If the final adjusted fee exceeds all fee payments made to the contractor under this contract, the Contractor must be paid the additional amount. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(c) Fee withheld pursuant to the terms and conditions of this contract must not be paid until the contract has been modified to reduce fee in accordance with the Section B.2(e), TYPE

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OF CONTRACT, or until the Contracting Officer has advised the paying office in writing that no fee adjustment is required.

B.9 CARRYOVER OF UNEXPENDED HOURS/COSTS

Upon mutual agreement of both parties, unexpended hours by labor category, associated indirect costs, ODCS, and Subcontract Costs not used in a preceding year may be carried over to a later year. This action must not increase the total NTE contract value.

B. 10 CONTRACT LINE ITEM STRUCTURE (CLINs)

Contract Line Items are associated with the Contract years 001 through 005 as shown below.

CLIN #	Description
0001	BASE YEAR
0002	OPTION 1
0003	OPTION 2
0004	OPTION 3
0005	OPTION 4

B. 11 ISSUANCE OF PROJECT TASK ORDERS

Project Task Orders are planned under this contract. Award of the first task orders are planned after contract award. Contract Funding is obligated under the appropriate Project Task Order numbers for the respective Project Task Order. Funding for efforts under this contract may be found in Section G "Contract Administration" under "Accounting and Appropriation Data."

Planned Task Orders

PROJECT TASK ORDERS

Project Task Order 001 –
 Project Task Order 002 –
 Project Task Order 003 –
 Project Task Order 004 –

PART I

SECTION C - DESCRIPTION/SPECIFICATION/STATEMENT OF WORK

NEXT GENERATION AVIATION WEATHER PROCESSING TECHNOLOGY

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PART I - SECTION C
SCOPE OF WORK

1.0 Introduction and Overview

This Statement of Work is for Leadership and Program Management Support for the NextGen and Operations Planning Business Unit of the Air Traffic Organization (ATO) within the Federal Aviation Administration (FAA). The NextGen and Operations Planning Business Unit, also known as AJP, works to get the ATO ready for the air traffic of tomorrow and the strategies and solutions that achieve national and international goals by taking the lead on developing the Next Generation Air Transportation System, also known as NextGen.

In order to achieve these goals, the leadership within AJP requires support to improve program and project management processes. With the anticipated workload that NextGen will bring to the AJP organization, the leadership will need support in the management of multiple programs with multiple dependencies in a dynamically changing environment. This work environment requires an organization to be prepared to change and improve as each element of NextGen is put in place. This Statement of Work provides this support.

1.1 Scope of Work

Contractor resources are required to support the AJP organization in institutionalizing the FAA Acquisition Best Practices and implementing a culture based on continuous improvement. The contractor must provide the following in support of this SOW:

- Best Practices Institutionalization
- Metric Development Process Improvement
- Quality Assurance
- Manage Strategic Planning
- Facilitation

2.0 References

All applicable acquisition policy/guidance and related FAA Orders are intended to be used. The contractor must research and employ appropriate acquisition policy/guidance and related FAA Orders, where necessary, under the guidance of the COTR.

3.0 Requirements

The contractor must perform the following:

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3.1 Best Practices Institutionalization

In order to be able to support the needs of the upcoming NextGen programs, AJP requires support in the performance of a program-wide assessment of its program management processes, development and implementation of a process improvement/change management plan to remediate any deficiencies, and the realization of a culture of continuous improvement.

The contractor must perform the following:

- Document key “As-is” processes for AJP consideration
- Develop “To-be” processes for AJP consideration
- Develop Standard Operating Procedures for AJP consideration
- Assist AJP in ensuring that key management-related plans are updated annually
- Assist AJP in developing and managing an internal communications plan

To perform these tasks, the contractor should be able to demonstrate the following experience:

- Implementing program management best practices at the FAA
- Documenting the current state of a program management office
- Translating program management best practices assessment results into a remediation plan
- Leading organizational change, specifically to a culture of continuous improvement
- Developing and implementing an internal program management communications plan

3.2 Metrics Development & Process Improvement

AJP is a service provider, enabling all of the pieces required for the overall NextGen program and individual components, including investment analysis, systems engineering, research and development, architecture and requirements planning, funding, systems development, implementation, support, and evolution. In order to track the quality of these services, AJP wishes to institute performance metrics for all Program Management processes.

The contractor must support AJP in the metrics development, collection and reporting process. The contractor must also assist AJP in managing any process improvement activities arising from performance management activities.

To perform these tasks, the contractor should be able to demonstrate the following experience:

- Application of industry-standard business process improvement techniques at the FAA
- Leveraging “Lean Six Sigma” expertise in developing process management metrics
- Performing process improvement for a program management office

PART I**SECTION C - DESCRIPTION/SPECIFICATION/STATEMENT OF WORK****3.3 Quality Assurance**

FAA Acquisition Best Practices require the existence of a Quality Assurance Manager that performs regular Quality Assurance audits of the key program management processes. The contractor must support the Quality Assurance function within AJP, including:

- Working with the program offices to select appropriate processes to audit
- Performing the audits
- Reporting on the audit results
- Tracking any corrective measures that were assigned to the process owner as a result of the audit

To perform these tasks, the contractor should be able to demonstrate the following experience:

- Application of FAA Best Practices guidance on Quality Assurance
- Performing Quality Assurance Audits at the FAA

3.4 Manage Strategic Planning

The anticipated NextGen program is a large, complex program made up of several integrated initiatives intended to improve the overall air transportation system used by national and international aviation communities. It requires a large staff at the top level, and the program and all of its component projects must be managed within cost and schedules. AJP must not only manage down within their program or project areas, but must also ensure that their work, as a management team, is integrated.

The contractor must provide support to AJP to assist in defining an asset-behavior-outcome strategic model. Additionally, the contractor must perform the following:

- Facilitate bi-weekly Leadership Team strategic planning meetings
- Assist AJP in monitoring all strategic initiatives that arise out the effort and managing any initiatives related to tasks included in this SOW
- Design for AJP approval and document any new program management processes required by the strategic initiatives
- Perform an annual review for AJP consideration of the strategic model and updating the model to reflect the NextGen current state

To perform these tasks, the contractor should be able to demonstrate the following experience:

- Managing a strategic planning effort
- Managing senior program leaders through a strategic planning effort

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- Managing initiatives derived from a strategic planning effort
- Planning for and facilitating working meetings with senior program leaders

3.5 Facilitation

AJP has conducted several off-sites since its inception as a means to communicate information and status to different groups and to promote integration within the leadership team and the organization as a whole. The contractor must perform the following:

- Plan and facilitate leadership team off-sites
- Plan and facilitate annual Program and Project off-sites
- Plan and facilitate an Annual all-hands off-site

To perform these tasks, the contractor should be able to demonstrate the following experience:

- Broad facilitation expertise
- Planning and facilitating small and large (200+) group off-sites, including working with senior program management to develop the off-site's objectives and an agenda designed to meet those objectives
- Conducting off-site feedback surveys

4.0 End Results/Deliverables

This section describes the products and tangible end results that are expected from each task contained in the previous section.

4.1 List of Deliverables by Task

The following table provides an initial listing of the proposed deliverables by task. The table includes Task, Deliverable and Due Dates. Additional deliverables within the scope (as determined in the sole discretion of the CO) of this Statement of Work or the Statement of Work of the Task Order requirements may be added as needed.

Task	Deliverable	Due Dates
Best Practices Institutionalization	As-is processes	1 month after tasking
	To-Be processes	2 months after tasking
	Standard Operating Procedures	6 months after tasking, revise as needed
	Management Plan updates	Revise as needed

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	Internal Communications Plans	As needed
Metrics Development & Process Improvement	Metrics Development	Within 6 months after tasking
	Metrics Collection and Reporting Process	Within 1 year after tasking
	Manage Process Improvements Activities	As needed
Quality Assurance	Quality Assurance plans, audits, reports and tracking	Revise as needed
Manage Strategic Planning	Program Management Processes	Revise as needed
Facilitation	Objectives and Agenda	5 days prior to meeting or off-site
	Meeting Materials	1 day prior to meeting or off-site
	Feedback surveys	Within 30 days of meeting or off-site

5.0 Schedules/Milestones

The contractor must maintain a single project schedule in a recent version of Microsoft Project for Windows from which various projects reports must be produced.

In addition to the above deliverables, the contractor must provide the necessary data to support any analyses provided as part of each task as applicable. In addition, the contractor must develop and prepare executive level data and briefings, documentation for program and budget reviews, and documentation for agency and congressional review.

6.0 Progress/Compliance

The contractor must deliver monthly status reports to the COTR/CO during the performance of the work defined in this SOW, defining the work completed and the work anticipated to be completed in the upcoming month.

The contractor must prepare and provide quarterly Program Management Reviews to allow the Government to assess the progress made towards the overall goals defined in this SOW.

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D.1 PRESERVATION, PACKING, AND PACKAGING

The Contractor shall be responsible for the preservation, packing, and packaging of all items to be delivered under this contract. This responsibility shall be carried out in a manner wherein adequate protection is provided against physical damage during shipment and handling from sources of supply to the specific destination. The Contractor shall preserve, pack and package in such a way to ensure complete delivery at destination without damage or deterioration of the supplies due to the hazards of shipping, handling or storage. Standard commercial preservation, packing, and packaging practices shall be employed.

D.2 MARKING

The Contractor shall mark each package, report, or other deliverable with the following:

Name and address of the Contractor
FAA Contract number under which the item is being delivered
Deliverable item number or "Report Requirement" which requires the delivered item(s)
Notice of partial or final delivery
Name and routing symbol of person to whom deliverable is being sent

Each package, report, or other deliverable shall be accompanied by a transmittal letter, with a copy to the Contracting Officer and Contracting Officer Technical Representative, excluding enclosures.

D.3 ELECTRONIC DELIVERY

All monthly progress reports and technical reports shall be delivered in electronic format. Acceptable delivery method includes electronic mail.

However, the contractor shall not send by unencrypted electronic mail any information that:

- (a) is classified (at the "For Government Use Only" level or higher), or
- (b) which the COTR or CO has informed the contractor is inappropriate for transfer by unencrypted email or
- (c) is "sensitive security information".

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(DECEMBER 2005)

E.2 INSPECTION AND ACCEPTANCE

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E.1 3.1-1 Clauses and Provisions Incorporated by reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:
<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

(End of provision)

- 3.10.4-1 CONTRACTOR INSPECTION REQUIREMENTS
(APRIL 1996)
- 3.10.4-4 INSPECTION OF SERVICES—BOTH FIXED PRICE & COST
REIMBURSEMENT (APRIL 1996)
- 3.10.4-7 INSPECTION OF RESEARCH AND DEVELOPMENT – COST
REIMBURSEMENT (NOV. 1997)
- 3.10.4-15 CERTIFICATE OF CONFORMANCE (APRIL 1996)

E.2 INSPECTION AND ACCEPTANCE

The Contracting Officer, or his/her duly authorized representatives, is authorized to perform inspections on behalf of the Government for the purpose of acceptance of all materials, data or services to be provided under the contract. For the purpose of this section, the Contracting Officer Technical Representative (COTR) of this contract or a designee(s) is an authorized Technical Representative of the Contracting Officer. Specific COTR duties and limitations are outlined in Section G of the contract.

The designated COTR or the Contracting Officer shall make the inspection and final acceptance of all deliverables under this contract. Final acceptance shall be made in writing by the Contracting Officer.

Inspection or review of a deliverable item in the course of its preparation should not be construed as acceptance of the finished product.

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SECTION F - DELIVERIES OR PERFORMANCE

F.2 PERIOD OF PERFORMANCE

This contract duration is five (5) years, consisting of a 12 Month Base period followed by four 12-Month Option Periods.

All options will be exercised by Contract Modification. The Contractor will be notified in writing by the Contracting Officer not less than 30 days before exercising any options.

The contract periods are as follows:

Base period	Date of Contract Award through 12 months thereafter
Option period 1	From the start of month 13 through month 24
Option period 2	From the start of month 25 through month 36
Option period 3	From the start of month 37 through month 48
Option period 4	From the start of month 49 through month 60

F.2 3.2.4-35 OPTION TO EXTEND THE TERM OF THE CONTRACT (APRIL 1996)

- (a) The Government may extend the terms of this contract by written notice to the Contractor within 10 calendar days; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause shall not exceed 60 Months.

F.3 EXTENSION OF PERIOD OF PERFORMANCE AND EXERCISE OF OPTIONS

The FAA may extend the period of performance for any task order incorporated into this contract provided the extension is not more than 180 days beyond the ending date of the original period of performance cited in the task order being extended. Options may be exercised anytime prior to the expiration of the current contract term and all extensions. The Government may unilaterally extend the term of this contract by exercising one or more of these options prior to the effective dates of the options. Options may be unilaterally exercised prior to the expiration date of the contract.

F.4 DELIVERABLES AND DELIVERY SCHEDULE

The Contractor shall comply with the following schedule:

Progress Report and Technical Interchange Meetings:

Monthly Status Reports – The Contractor shall submit a monthly Contract Status Report to the COTR by the 10th day of each calendar month, following the first full month of effort. A duplicate copy of each Monthly Status Report shall be submitted to the FAA Contracting Officer, as well. Each report shall include at least the following:

- An assessment of contractual efforts as of the date of the report.

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- Areas of difficulty, and proposed approach for correcting problems.
- Additional information as requested by the Government.
- Monthly Cost and Schedule status

Reports - Deliverables

The Contractor shall provide a **monthly status report** to the COTR and Contracting Officer electronically and in hardcopy. The report shall describe the work accomplished during the reporting period and work planned for the next period, discuss problems encountered and corrective actions taken, and identify pending issues. In particular, the report shall address the extent to which any problems or circumstances could cause conflicts in Aviation Weather Research Program Office schedules.

Additional reports are listed below and the report due dates may be dependent on system development and program office milestones. The COTR will advise the Contractor when dates require adjustment.

ITEM	DUE DATE
Reports on Reviews/Meetings/Trips	5 days after Review/Meeting/Trip
Oral/Written Status Reports	As specified in the Task Order
Monthly Status Report	Monthly
Reports on Reviews/Meetings/Trips	5 days after review/meeting
Special Reports (as needed)	5 days after completion
Work Breakdown Plan Report	5 days after initiation
Acquisition Strategy Papers Report	As required
Integrated Program Plan Report	As required
Requirements Documents Report	As required
Acquisition Program Baseline Reports	As required
Process Improvement Status Reports	Monthly
Program/Project Management Schedules	Monthly
Management Status Reports	Monthly

Additional Deliverables shall be provided in accordance with the Statement of Work of the Task Order requirements. All deliverables shall be in the contractor's format unless otherwise specified.

F.5 PLACE OF DELIVERY

F.5.1 The Contractor shall prepare and submit deliverable items in accordance with the Statement of Work and Task Order requirements. All deliverable items shall be submitted to the Contracting Officer and COTR, unless otherwise directed. Delivery of all deliverables shall be submitted to the Contracting Officer's and COTR's electronic addresses and the physical addresses set forth in Section G.1 Contract Administration.

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F.5.2 The Contractor shall not utilize certified or registered mail or private parcel delivery service for the distribution of deliverables under this contract without the advance approval of the COTR. Deliverable items, if mailed, shall be shipped F.O.B. Destination, within the consignee's premises, with all mailing and transport expenses prepaid by the Contractor.

**F.6 AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE
(DECEMBER 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.10.1-9 Stop-Work Order (October 1996)

3.10.1-24 Notice of Delay (February 2009)

3.11-34 F.O.B. Destination (April 1999)

3.11-53 F.O.B./Point for Delivery of Government-Furnished Property (April 1999)

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G.1 CONTRACT ADMINISTRATION (FAA)

The Contractor shall contact one of the following Government Officials, as applicable and appropriate for all matters regarding this contract.

- a. Contracting Officer: The FAA Contracting Officer's name and address are as follows:

Federal Aviation Administration
Mr. Linwood Gillette, Contracting Officer
800 Independence Ave, Room 335
Washington, DC 20591
Telephone (202) 493-4753
Fax (202) 267-5111
Email Address: Linwood.Gillette@faa.gov

- b. Contracting Officer's Technical Representative (COTR). The FAA COTR assigned to this contract are:

Federal Aviation Administration
Roshanda Busby-Couch
800 Independence Ave., Room 335
Washington, DC 20591
Telephone (202) 385-7183
Fax (202) 267-5111
Email Address: roshanda.busby@faa.gov

The COTR is responsible for monitoring progress and overall technical management of the work hereunder and shall be contacted regarding questions or problems of a technical nature. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms and conditions of the contract between the Contractor and any person other than the CO be effective or binding upon the Government, unless a contract modification is executed by the CO prior to completion of this contract.

On all matters that pertain to contract terms, the Contractor shall contact the Contracting Officer. When, in the opinion of the Contractor, the COTR requests effort outside the existing scope of the contract, the Contractor will promptly notify the CO. The Contractor under such requests shall take no action unless and until the CO has issued a letter of direction or a contract modification.

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G.2 CONTRACTOR CONTACTS FOR POST-AWARD ADMINISTRATION

a. Contracting Officer: The name, address, telephone and fax number and email address of the Contractor's Contracting Officer are as follows:

Mr. Linwood Gillette, Contracting Officer
800 Independence Ave, Room 335
Washington, DC 20591
Telephone (202) 493-4753
Fax (202) 267-5111
Email Address: Linwood.Gillette@faa.gov

b. Program Manager: The name, address, telephone and fax number and email address of the Contractor's Program Manager are as follows:

Roshanda Busby-Couch
800 Independence Ave., Room 335
Washington, DC 20591
Telephone (202) 385-7183
Fax (202) 267-5111
Email Address: roshanda.busby@faa.gov

G.3 CORRESPONDENCE PROCEDURES

To promote timely and effective contract administration, correspondence submitted under this contract shall be subject to the following procedures (except for invoices and deliverable items):

a. Technical Correspondence: Technical correspondence (excluding patent and technical data issues and correspondence that involves waiver, deviations, or modifications of requirements, terms, or conditions of this contract) shall be addressed to the COTR with an information copy of the correspondence to the FAA Contracting Officer.

b. Other Correspondence: All correspondence, other than technical, shall be addressed to the FAA Contracting Officer with an information copy of the correspondence to the FAA COTR.

c. Correspondence Preparation: All correspondence shall contain a subject line commencing with the Contract number, with the information illustrated below:

SUBJECT: **DTFAWA-10-C- 00000**; TOPIC: (Insert Brief Explanation of Correspondence)

d. Mail: The Contractor shall use discretion in the use of "express" or "overnight" mail. These premium services should be used sparingly and in situations where the regular U.S. mail system would not be adequate for the timely transfer of technical or contract related

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documentation. The Contractor shall use electronic mail or facsimile (FAX) services where appropriate.

G.4 FAA CONTRACTING OFFICER'S (CO) AUTHORITY

The FAA Contracting Officer assigned to this contract has responsibility for ensuring the performance of all necessary actions for effective contracting; ensuring compliance with the terms of the contract and safeguarding the interests of the United States in its contractual relationships. In this regard, the Contracting Officer is the only individual who has the authority to enter into, administer, or terminate this contract. In addition, the Contracting Officer is the only person authorized to approve changes to any of the requirements under this contract, and notwithstanding any provision contained elsewhere in the contract, this authority remains solely with the Contracting Officer.

It is the responsibility of the Contractor to contact the CO immediately if there is even the appearance of any technical direction that is or may be outside the scope of the contract. Work not ordered by the Contracting Officer and/or work outside the scope of the contract shall not be paid by the Government.

The Contractor shall immediately notify the Contracting Officer for clarification when a question arises regarding the authority of any person to act for the Contracting Officer under the contract.

(End of clause)

G.5 FAA CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)/and TECHNICAL DIRECTION

- a. The COTR is responsible for the technical administration of the Contract and technical liaison with the Contractor.
- b. *The scope of authority delegated to the COTR shall in no event exceed the scope of the CO's authority.*
- c. Such designation will not contain authority to sign contractual documents, order contract changes, modify contract terms, or create any commitment or liability on the part of the Government different from that set forth in the contract.
- d. The COTR is not authorized to make any commitments or changes which constitute work not within the general scope of this contract, or change the expressed terms and conditions incorporated into this contract, or which constitute a basis for increase in the contract amount or extension of the contract period of performance.
- e. The COTR may provide technical direction on contract performance. As used herein "technical direction" is *direction to the Contractor that confirms the results of meetings, fills in*

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details, requires pursuit of certain lines of inquiry, or otherwise serves to accomplish the contract SOW. Technical direction shall include or comply with the following:

- (1) Be consistent with the general scope of work set forth in the SOW, or the task order SOW;
- (2) Does not constitute assignment of new work or change the terms, conditions or specifications of the contract; and
- (3) Does not constitute a basis for increase in the contract or task order cost or extension to the performance/delivery schedule.

Technical direction which violates (1), (2), or (3) above is invalid and shall not be enforceable against the Government.

f. The Contractor shall express its concurrence that any such technical direction is entirely within the scope of this contract and consistent with this provision by endorsing the written direction of the work so directed.

g. If the Contractor should, during the course of the contract, interpret any advice or comments from the Contracting Officer's Technical Representative as constituting any addition or revision to the scope of this contract, he shall immediately notify the Contracting Officer so as to obtain official confirmation thereof, and refrain from acting on such advice or comments until confirmed by the Contracting Officer.

h. The Contractor shall immediately contact the CO if there is any question regarding the authority of an individual to act on behalf of the CO under this contract.

G.6 INTERPRETATION OR MODIFICATION

No oral statement and no written statement by anyone other than the Contracting Officer, or his authorized representative acting within the scope of his authority, shall be interpreted as modifying or otherwise affecting the terms of this resulting contract or task order. All requests for interpretation or modification shall be made in writing to the Contracting Officer.

G.7 TRAVEL COSTS

a. Travel shall be reimbursed on a cost plus no fee basis, subject to Joint Federal Travel Regulations (JFTR) guidelines and any other limitations cited below.

1. The Government will reimburse the Contractor, up to amounts allowed by the JFTR, for reasonable travel expenditures, incurred in the performance of this contract. In maintaining a policy of keeping travel costs 'reasonable' in the performance of this contract, the Contractor agrees to use a cost effective approach and continuously pursue opportunities to lower and contain travel costs using, where practical, group rate arrangements, off-peak travel itineraries and other similar travel cost containment methods. Further, the Contractor agrees to

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effect procedures to ensure Government reimbursable travel expenditures are only incurred when absolutely necessary. To assist it in determining reasonable travel cost objectives, as needed, the Contractor is encouraged to contact the FAA travel office for general guidance. Further, to mitigate the inherently higher rates associated with urgent emergent travel, the Contractor agrees to contact, reasonably in advance, the Contracting Officer Technical Representative for assistance prior to executing such travel, unless documented circumstances clearly indicate such advance contact was not possible.

2. Incurred travel costs, listed below, will be disallowed for Government reimbursement and considered as being expenditures to be absorbed by the Contractor. Travel costs *disallowed include costs*:

- (i) in excess of amounts allowed by the JFTR;
- (ii) within a Government installation, where Government transportation is available;
- (iii) for personal convenience, including daily travel to and from work;
- (iv) in the case of urgent emergent travel, in excess of amounts allowed by the JFTR, due to the Contractor not requesting Contracting Officer assistance reasonably in advance except for justifiable and documented circumstances which prevented such advance contact from being possible; and
- (v) in the replacement of personnel, when such replacement is accomplished for the Contractor's or employee's convenience.

In the case of urgent emergency travel, if the Contracting Officer's assistance has been reasonably requested in advance, or if requested as soon as practical after commencement of travel and properly justified and documented, the Contracting Officer may authorize, on a case-by-case basis, reimbursement for amounts in excess of JFTR rates. The Contractor shall implement procedures to minimize urgent emergent travel. Any Contracting Officer decision regarding reimbursement of travel costs in excess of amounts allowed by JFTR, for urgent emergent travel, shall be a unilateral decision, not subject to dispute or any right contained in clause I.2. AMS 3-9-1-1 "Contract Disputes (November 2002)" of this contract.

3. Relocation and travel costs incident to relocation will only be reimbursable by the Government if such costs are:

- (i) in conformance with existing company policy;
- (ii) represent the most cost effective approach among all other potential alternatives; and
- (iii) are specifically authorized by the Contracting Officer in advance of being incurred.

If the Contractor anticipates relocation costs will be incurred, the Contractor must submit, to the Contracting Officer, reasonably in advance, a written request with detailed justification and a cost/benefit analysis of alternatives. The Contracting Officer shall make a unilateral decision, on the request, which will not be subject to dispute or any other recourse contained in this contract.

b. For any travel outside of the contiguous United States, the amount of travel expense shall be agreed to in advance in the task order issued or in writing by the Contracting Officer.

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c. Per Diem - The Contractor will be reimbursed for the expense of meals, lodging, transportation between places of lodging or business and places where meals are taken, and any other miscellaneous travel and living expense incurred in the performance of this contract at the per diem rate as set forth in accordance with the Federal Travel Regulations. Per diem shall be payable only when the Contractor's employee is in an authorized travel status. The per diem rate shall be established in accordance with the Department of Transportation Travel Regulation or a set rate agreed upon by the parties, however, such a set rate shall not exceed the maximum amount permitted by the Federal Travel Regulations. Travel costs shall be reimbursed only as specifically authorized in advanced by written fully executed Task Order. The Government hereby authorizes travel at Government rates.

G.8 OTHER DIRECT COSTS

Other Direct Costs (ODCs) can include but are not limited to: travel expenses, relocation expenses, pre-production and start-up costs, tools and materials such as, computer hardware/software resources, modeling tools, simulation tools, maintenance, and other tools of a similar nature, other than those provided by the FAA. All Other Direct Costs including travel (i.e., local, domestic, and international), tools and materials shall be non-fee bearing cost reimbursable items.

G.9 INVOICES AND BILLING INSTRUCTIONS

a. The Federal Aviation Administration intends to make payment within 30 days of receipt of a properly prepared invoice submitted to the billing office below:

Please update the billing address for all FAA National Headquarters commercial payment accounts to reflect the following new addresses:

U.S. MAIL

FAA Accounts Payable Branch, AMZ-110
PO Box 25710
Oklahoma City, OK 73125

OR

FEDEX

FAA Accounts Payable Branch, AMZ-110
6500 S MacArthur Blvd.
Oklahoma City, OK 73169

In addition, please send, via email, copies of the invoice(s) in PDF file format to the:

1) Contracting Officer's Technical Representative (COTR); and (2) the Contracting Officer.

Congressional legislation mandates that after January 1, 1999 all Federal payments, including vendor payments, must be made electronically. The U.S. Department of the Treasury's Financial Management Service (FMS) PAID system provides participating Federal agencies a method of

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making remittance information available to their vendors through the Internet. Please refer to the attached document for more information on PAID. The following link will provide you with additional information on the PAID system.

Website: <https://fmsapps.treas.gov/paid/>

For invoice inquiries, please contact the FAA Accounts Payable Branch, AMZ-100 at telephone number 405-954-5200.

For utility inquiries, please contact The FAA Accounts Payable Branch, AMZ-110, at telephone number 405-954-7276.

The payment will be made pursuant to the "Mandatory Information for Electronic Funds Transfer Payment Methods" clause of this contract.

b. Payment for work performed under this contract will be made within 30 days after receipt of invoices, subject to review and approval by the Contracting Officer and other FAA designated representatives. Should any cost reflected on submitted invoices be questioned, the Contracting Officer may withhold all amounts in question until such time as the Contracting Officer determines the costs are valid. Invoices shall provide a detailed breakdown of costs billed per task assignment, and backup supporting documentation for all other direct costs.

c. Invoices shall be submitted no more frequently than **monthly per each of the Project Tasks** and shall only reflect non-reimbursed incurred cost data accumulated through the Contractor's normal month-end accounting cutoff date, except the September invoice for each year shall contain all non-reimbursed cost data chargeable through 30 September of the current year.

Invoices must be structured to easily identify the below required information. **Note that this information is required down to the Project/Task level. Again one Invoice for each Project Task Order per month.** The FAA seeks to identify and track specific funds expended under each project.

1. The contract number;
2. Period covered by the invoice;
3. Total labor hours by individual personnel per labor category/skill level and totaled for the period covered by the invoice and the cumulative amount;
4. Itemized travel dollars by individual by labor category/skill level and totaled for the period covered by the invoice and the cumulative amount;
5. Itemized other direct costs (material) and totaled for the period covered by the invoice and the cumulative amount; and
6. Total material handling costs and General and Administrative expenses for the period covered by the invoice and the cumulative amount.
7. Certification from an authorized official of the contractor as follows:

Certification: I certify that this invoice is correct and in accordance with the terms of the contract and the costs included herein properly reflect the work performed.

Signature: _____

Title: _____

Typed Name: _____

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Date: _____

Telephone Number: _____

8. Invoices must have attached accompanying support of costs by **Tasks**. This accompanying project costs documentation must sum to the overall submitted invoice. Again the FAA seeks to identify and track specific funds expended under each project. Required information must identify the: a) Total labor hours by individual personnel per labor category/skill level and totaled for the project period covered by the invoice and the cumulative amount; b) Itemized travel dollars by individual by labor category/skill level and totaled for the project period covered by the invoice and the cumulative amount; c) Itemized other direct costs (material) and totaled for the project period covered by the invoice and the cumulative amount; and d) Total material handling costs and General and Administrative expenses for the project period covered by the invoice and the cumulative amount.

d. All data cited on invoices shall be supportable by substantiating documentation which, upon Government request, the Contractor shall make available for review and audit, by Government authorized parties.

G.10 ACCOUNTING AND APPROPRIATION DATA

All funding for this contract will be issued under Contract Modification. Further funding delineation and identification will be provided. This means that specific funds and amounts will be allocated to each project. The contractor must track these fund balances by project and submit reports monthly. Funding should be tracked via tables somewhat similar to below.

Funded:	Accounting Information:	Amount/PR Number:	Summary Total
Base Contract Award	Total Funding Obligated at Award		
Modification	Funding Obligated	\$	\$
CLIN 001 Project Task 1		\$	\$

Project Task Order Summary of Total Funding:

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Project Task	Task SOW Description	Incremental Funding Status	
001			
002			
003			
004			

G.11 PLACEMENT OF TASK ORDERS

a. GENERAL

The procedures specified herein cover the preparation, issuance, and use of the Task Orders. Task Order Format for issuance is found in Section J Attachments.

b. LIMITATIONS

(1) The FAA CO is the only individual authorized to issue orders under the terms of this contract.

(2) Task Orders define and authorize the work to be accomplished by the Contractor. They do not change the terms and conditions of the Contract and shall not be used as a pricing action, contract modification, contract change order or new procurement action. The Contractor shall not proceed with any work until he/she is in receipt of a signed task order. It may be signed unilaterally by the Contracting Officer or signed bilaterally by the Contractor and the Contracting Officer. The exception is when placing orders, which require the Contractor to start work immediately. In emergency situations wherein it is urgent that work commence prior to execution of the written task order, the CO may verbally authorize work to commence. Such verbal authorization, if accepted by the Contractor will be followed up in writing.

c. PROCESSING OF TASK ORDERS

- (1) Prior to the issuance of a Task Order, the Contracting Officer will submit a copy of the proposed effort (Statement of Work) to the contractor.
- (2) Upon receipt of the request for proposal from the CO, if in the opinion of the Contractor, a part or all of the effort is outside the scope of work outlined in Section C, the Contractor shall notify the FAA Contracting Officer in writing within five (5) working days. The FAA Contracting Officer shall review the matter and make a written determination. The Contractor may not proceed until such time as the FAA Contracting Officer has issued a determination as to the propriety of the proposed task.
- (3) If the proposed effort is within scope, within 5 working days of receipt of the request for a proposal, the Contractor shall submit (to the Contracting Officer) a proposed approach and work plan, a cost proposal providing a NTE value of the proposed work, a list of personnel with resumes who are assigned to the task, and any additional information deemed appropriate. After the contracting parties

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agree on the effort, a written task order will be issued with the signature of all parties.

- (4) Each Task Order shall (see sample format Section J):
- A. Specify that it is issued pursuant to this contract.
 - B. Set forth requirements and descriptions of work.
 - C. Set forth the degree of labor utilization and total estimated cost.
 - D. Set forth the applicable performance and/or delivery dates.
 - E. Set forth the applicable appropriation and accounting data.
 - F. Be signed by the Contractor and Contracting Officer.

G.12 LIMITATION OF COST (AMS 3.3.1-12, APRIL 1996)

(a) The parties estimate that performance of this contract, exclusive of any fee, will not cost the FAA more than (1) the estimated cost specified in the "Schedule" or, (2) if this is a cost-sharing contract, the FAA's share of the estimated cost specified in the "Schedule". The Contractor agrees to use its best efforts to perform the work specified in the "Schedule" and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the FAA's and the Contractor's share of the cost.

(b) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that-

(1) The costs the Contractor expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified in the "Schedule"; or

(2) The total cost for the performance of this contract, exclusive of any fee, will be either greater or substantially less than had been previously estimated.

(c) As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the total cost of performing this contract.

(d) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause-

(1) The FAA is not obligated to reimburse the Contractor for costs incurred in excess of (i) the estimated cost specified in the "Schedule" or, (ii) if this is a cost-sharing contract, the estimated cost to the FAA specified in the "Schedule";

(2) The Contractor is not obligated to continue performance under this contract (including actions under the "Termination" clause of this contract) or otherwise incur costs in excess of the estimated cost specified in the "Schedule", until the Contracting Officer (i) notifies the Contractor in writing that the estimated cost has been increased and (ii) provides a revised estimated total cost of performing this contract. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the "Schedule".

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(e) No notice, communication, or representation in any form other than that specified in subparagraph (d)(2) above, or from any person other than the Contracting Officer, shall affect this contract's estimated cost to the FAA. In the absence of the specified notice, the FAA is not obligated to reimburse the Contractor for any costs in excess of the estimated cost or, if this is a cost-sharing contract, for any costs in excess of the estimated cost to the FAA specified in the "Schedule", whether those excess costs were incurred during the course of the contract or as a result of termination.

(f) If the estimated cost specified in the "Schedule" is increased, any costs the Contractor incurs before the increase that are in excess of the previously estimated cost shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

(g) Change orders shall not be considered an authorization to exceed the estimated cost to the FAA specified in the "Schedule", unless they contain a statement increasing the estimated cost.

(h) If this contract is terminated or the estimated cost is not increased, the FAA and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(End of clause)

G.13 LIMITATION OF FUNDS (AMS 3.3.1-14, APRIL 1996)

(a) The parties estimate that performance of this contract will not cost the FAA more than (1) the estimated cost specified in the "Schedule" or, (2) if this is a cost-sharing contract, the FAA share of the estimated cost specified in the "Schedule". The Contractor agrees to use its best efforts to perform the work specified in the "Schedule" and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the FAA's and the Contractor's share of the cost.

(b) The "Schedule" specifies the amount presently available for payment by the FAA and allotted to this contract, the items covered, the FAA's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the FAA will allot additional funds incrementally to the contract up to the full estimated cost to the FAA specified in the "Schedule", exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the FAA under the contract approximates but does not exceed the total amount actually allotted by the FAA to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the FAA or, (2) if this is a cost-sharing contract, the amount then allotted to the

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contract by the FAA plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the "Schedule".

(d) Sixty days before the end of the period specified in the "Schedule", the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the "Schedule" or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the "Schedule" or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the "Termination" clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause--

(1) The FAA is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the FAA to this contract; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the "Termination" clause of this contract) or otherwise incur costs in excess of (i) the amount then allotted to the contract by the FAA or, (ii) if this is a cost-sharing contract, the amount then allotted by the FAA to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the FAA has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the FAA to this contract.

(g) The estimated cost shall be increased to the extent that (1) the amount allotted by the FAA or, (2) if this is a cost-sharing contract, the amount then allotted by the FAA to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the "Schedule." If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the "Schedule."

(h) No notice, communication, or representation in any form other than that specified in subparagraph (f)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the FAA to this contract. In the absence of the specified notice, the FAA is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the FAA to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the FAA to the contract is increased, any costs the Contractor incurs before the increase that are in excess of

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- (1) the amount previously allotted by the FAA or,
- (2) if this is a cost-sharing contract, the amount previously allotted by the FAA to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the FAA specified in the "Schedule", unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the FAA to terminate this contract. If this contract is terminated, the FAA and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the FAA does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the "Schedule" equaling the percentage of completion of the work contemplated by this contract. **(End of clause).**

G.14 FAA Cost Principles AMS 3.3.2-1 (October 1996)

(a) Federal Aviation Administration (FAA) "Contract Cost Principles" shall be used for:

- (1) The pricing of contracts, subcontracts, and modifications to contracts and subcontracts whenever cost analysis is performed; and
- (2) The determination, negotiation, or allowance of costs when required by a contract clause.

(b) The Contracting Officer shall incorporate the FAA cost principles and procedures in contracts with commercial organizations as the basis for:

(1) Determining reimbursable costs under

(i) Cost-reimbursement contracts and cost-reimbursement subcontracts under these contracts performed by commercial organizations and

(ii) The cost-reimbursement portion of time-and-materials contracts except when material is priced on a basis other than at cost;

(2) Negotiating indirect cost rates, when:

(i) FAA has division or corporate contract administration responsibilities;

(ii) Quick Close-out procedures are used; or

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(iii) Indirect rate caps are negotiated in the contract.

(3) Proposing, negotiating, or determining costs under terminated contracts;

(4) Price revision of fixed-price incentive contracts;

(5) Price redetermination of price redetermination contracts; and

(6) Pricing changes and other contract modifications.

(c) When division or corporate contract administration responsibilities rest with another Government agency, the FAA will apply the cost principles of the administering agency for the determination or negotiation of indirect rates not covered by (2)(ii) or (2)(iii) above.

(d) Upon request, the Contracting Officer will provide a copy of the FAA "Contract Cost Principles."

(End of clause)

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H.1 3.1.7-2 ORGANIZATIONAL CONFLICTS OF INTEREST (AUGUST 1997)

(a) The Offeror or Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest (OCI), as defined in the FAA Acquisition Management System, "Organizational Conflicts of Interest (3.1.7)", or that the Contractor has disclosed all such relevant information.

(b) The Offeror or Contractor agrees that if an actual or potential OCI is discovered after award, the Contractor shall make a full disclosure in writing to the Contracting Officer. The disclosure shall include a mitigation plan describing actions the Contractor has taken or proposed to take, to avoid, mitigate, or neutralize the actual or potential conflict. Changes in the Contractor's relationships due to mergers, consolidations or any unanticipated circumstances may create an unacceptable organizational conflict of interest might necessitate such disclosure.

(c) The FAA reserves the right to review and audit OCI mitigation plans as needed after award, and to reject mitigation plans if the OCI, in the opinion of the Contracting Officer cannot be avoided, or mitigated.

(d) The Contracting Officer may terminate this contract for convenience in whole or in part, if it deems such termination necessary to avoid an OCI. If the Contractor was aware of a potential OCI prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may

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terminate this contract for default, debar the Contractor from government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor further agrees to insert provisions which shall conform substantial to the language of this clause including this paragraph (e) in any subcontract or consultant agreement hereunder.

H.2 CONFIDENTIALITY OF DATA AND INFORMATION

a. Except as the CO specifically authorizes in writing, upon completion of all work under the contract, the Contractor shall return all such data and information obtained from the Government, including all copies, modifications, adaptation, or combination thereof, to the CO. Data obtained from other companies shall be disposed of in accordance with the Contractor's agreement with that company, or, if the agreement makes no provision for disposition, shall be returned to that company.

b. The Contractor shall further certify in writing to the CO that all copies, modification adaptations or combinations of such data or information, which cannot reasonably be returned to the CO (or to a company) have been deleted from the Contractor's (or subcontractor's) records and destroyed. These restrictions do not limit the contractors or subcontractors right to use and disclose any data and information obtained from other sources without restriction.

H.3 RESTRICTIONS AGAINST DISCLOSURE

a. The Contractor agrees, in the performance of this Contract, to keep all information furnished to it by the Government or gathered or analyzed by it in the course of the Contract in the strictest confidence, said information being the sole property of the Government. The Contractor also agrees not to publish, reproduce or otherwise divulge such information in whole or in part, in any manner or form, not to authorize or permit others to do so. The Contractor shall take all reasonable measures necessary to prohibit access to such information by any such person other than those Contractor employees needing such information to perform the work. i.e., on a "need-to-know" basis. The Contractor shall immediately notify the COTR in the event it is determined or has reason to suspect a breach of this requirement.

b. The Contract shall require that all employees, consultants, or subcontractor personnel sign a confidentiality and nondisclosure affidavit agreeing to safeguard the confidentiality of all information gathered or provided to them hereunder as an integral condition of their employment.

c. The Contractor shall provide the COTR with plans and procedures to ensure the confidentiality and physical security of information gathered or provided hereunder. The Government reserves the right to review and approve all security safeguards instituted to comply with the requirements of the clause.

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H.4 USE AND DISSEMINATION OF CONTRACT DATA AND INFORMATION

Without the prior written consent of the Contracting Officer, the Contractor shall not use or disseminate any data, information or results acquired as a result of performing work under this contract for purposes other than accomplishing this contract. Contractor requests to use or disseminate such data, information or results for purposes other than performing work under this contract, shall be submitted directly to the Contracting Officer and include 2 copies of all material (data or information) being proposed for other use or dissemination.

The Contracting Officer shall make a decision on the Contractor's request to use or disseminate the data or information, in written form within 30 days, oral form within 15 days and for Congressional purposes within 10 days.

H.5 RELEASE OF INFORMATION

Work performed under this Contract may involve access to information, including specification, cost estimates and other sensitive data. Consequently, the Contractor and subcontractor(s) (including individual employees thereof) shall not release or communicate, except as required by law or regulations, such information, including any news release, public announcement, or advertising material concerned with this Contract, whether orally or in writing, to any person except:

- a. FAA personnel with a "need to know" who have signed a non-disclosure form or
- b. Employees of the Contractor with a "need to know" who have signed a non-disclosure form or;
- c. Such other person as may be designated in writing by the CO and who have signed a non-disclosure form.

H.6 NON-DISCLOSURE AGREEMENTS

a. **Agreements.** The Contractor shall require its and subcontractor employees, as applicable, to execute non-disclosure agreements with the FAA and other Contractors, as a safeguard to prevent the unauthorized disclosure of confidential and business sensitive data or other information containing restrictions on its use and dissemination. A sample format of a non-disclosure agreement may be obtained from the Contracting Officer. By executing non-disclosure agreements, signatories are expressly acknowledging and agreeing that, without written authorization from the Contracting Officer or Liaison Agreement Contractors, they will not disclose any confidential, business sensitive or other similar type of data or information, which by its content or markings, contains restrictions on its use and dissemination.

"Confidential" information includes, but is not limited to, any information labeled as "official," "proprietary" or "sensitive".

b. **Distribution and Retention.** The Contractor shall provide the Contracting Officer the signed originals of each non-disclosure agreement signed between its and

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subcontractor employees and the Government, and a copy of all non-disclosure agreements signed between its and subcontractor employees and other Contractors, pursuant to performing this contract. The Contractor shall maintain a current and complete file containing all signed non-disclosure agreements in effect which apply to work it is performing under this contract. The Contractor shall make this file available for authorized Government review. Through training, internal guidance, subcontracts and or media, the Contractor shall conduct an ongoing program of education to ensure its and subcontractor employees fully understand the intent and significance of being a signatory to a non-disclosure agreement.

c. **Indemnification**. The Contractor agrees it shall hold the Government harmless and indemnify the Government for any cost or loss it may incur as a result of confidential or business sensitive data or other similar type of information being wrongly used or disclosed by it or its subcontractor employees.

d. **Sanctions**. Failure by any Contractor or subcontractor employee to comply with the requirements of a non-disclosure agreement they signed pursuant to this clause may result in this contract being fully or partially terminated. Other actions against the Contractor or subcontractor may include fines, suspension or debarment. Possible sanctions against violating employees include fines, imprisonment and lawsuits by damaged parties.

e. **Subcontracts**. The Contractor shall incorporate the substance of this clause in all subcontracts awarded under this contract.

H.7 FAA INTERNAL REVIEWS OF CONTRACTOR PERFORMANCE

Notwithstanding the requirement that price must always be assessed, by the Contracting Officer, as being reasonable, the FAA places a high value on the Contractor providing a high level of quality support in performing this contract. This FAA emphasis, on the importance of quality performance, initiated in awarding this contract, will be ongoing during the duration of this contract. Accordingly, the FAA may periodically, as scheduled by the Contracting Officer, conduct formal internal reviews focused on assessing the quality of the Contractor's performance. The Contracting Officer will share the summary results of these ongoing reviews with the Contractor as a means of providing ongoing feedback on the FAA's perception of Contractor performance. Should these reviews disclose a pattern of poor performance, lack of adherence to contractual requirements, negligence or other unfavorable FAA INTERNAL REVIEWS OF CONTRACTOR PERFORMANCE trends, the FAA may terminate or not exercise options in this contract. Additionally, completed FAA internal review reports of contractor performance will be maintained in the FAA's past performance database, which may be used by other Federal, State and local Government personnel in future procurements.

H.8 CONTRACTOR WORK AND MANAGEMENT

All work under this contract shall be performed and managed in a skillful, efficient, and professional manner. The Contractor shall ensure that the requisite labor categories and skill levels are appropriate for this effort. It is the sole responsibility of the Contractor to phase,

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schedule, and plan work under this contract in order to meet all requirements within the Statement of Work.

H.9 RELATIONSHIPS

The Contractor shall provide support to the Government by completing tasks assigned under this contract. The Contractor shall not provide technical direction of or assume the Government's responsibility under any program. Although the effort under this contract may include recommendations to the Government, specific Government approval and action will be necessary before such recommendations can become effective. The Contractor's efforts shall not be binding on other Government Contractors. The Contractor shall not take any action with respect to any other Contractor which causes any change in that Contractor's scope of work, costs or scheduling.

H.10 KEY PERSONNEL AND FACILITIES

a. The personnel and/or facilities listed below are considered essential to the work being performed hereunder. Prior to removing, replacing, or diverting any of the specified individuals or facilities, the contractor shall notify the Contracting Officer within 30 days and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract. No diversion shall be made by the contractor without the written consent of the Contracting Officer; provided that the Contracting Officer may ratify in writing the change and such ratification shall constitute the consent of the Contracting Officer required by this clause. The personnel and/or facilities, as specified in paragraphs (1) and (2) below, may, with the approval of the Contracting Officer, be amended from time to time during the course of the contract to either add or delete personnel and/or facilities as appropriate.

Key Personnel:

- 1 Program Manager
- 2 Principal Consultant

H.11 ACCESS TO GOVERNMENT FACILITIES

a. The Contractor shall submit an access request to the relevant COTR and be granted, by appropriate authority, ingress and egress to any Government site where access is required to perform the SOW requirements issued under this contract. Prior to commencing work at such Government sites, the Contractor shall familiarize its employees with the rules and regulations relevant to those sites. The Contractor shall give particular emphasis to the areas of health, safety and security. All Contractor personnel shall comply with the rules and regulations applicable to the Government sites at which they are working.

b. All Contractor personnel who perform work on DOT facilities, which includes all

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FAA facilities, shall wear, at all times while present on those facilities, DOT identification badges, issued in accordance with DOT procedures.

c. Any Contractor or subcontractor employee providing support under this contract who is discharged because of failure to meet the minimal work requirements defined in this contract will be denied access to DOT facilities.

d. The Contractor will comply with FAA Order 1600.1E (Personnel Security Program) dated July 25, 2005 and any amendment thereto.

H.12 SECURITY REQUIREMENTS

The Contractor shall possess the capability to store and safeguard from unauthorized disclosure information of national security concern pursuant to Executive Order 12356, National Security Information and unclassified information determined to be sensitive security information pursuant to Title 49, Code of Federal Regulations, Part 15, and Protection of Sensitive Security Information. Contractor personnel will be granted access to the specific FAA sites, where other support contractor work is to be performed. This access will be coordinated through the COTR and FAA appropriate representative. Contractor personnel, in obtaining access to some airport areas, may be required and shall be prepared to submit to background security checks. While at an FAA facility,

Contractor personnel must comply with all rules and regulations of the site, and must wear identification badges which clearly identify them as contractor employees. Any escort, codes, keys, or any other items of security will be arranged by FAA. When attending meetings, Contractor personnel must clearly identify themselves as FAA support contractors.

H.13 PROCEDURES FOR ISSUANCE OF IDENTIFICATION CARDS TO FAA CONTRACTORS REQUIRING ACCESS TO FAA HEADQUARTERS-FOB-10A

1. Required Identification. The required identification for contractor personnel will be the Contractor Identification Card (DOT F 1681.4). This card will be issued to contractor employees whose duties, under terms of the contract, require them to have access to Headquarters (FOB-10A, Portals, etc.) on a regular basis (three times a week). Contractor employees who require access only on an irregular basis will be processed as visitors and not issued a contractor identification card.

2. Procedures for Issuance.

(a) The Contractor shall arrange for issuance of identification card(s) by forwarding a memorandum request to AIN-400 via the FAA contracting officer. The memorandum will list all contractor employees requiring identification cards. It will be the contractor's responsibility to forward any subsequent changes, deletions, or additions to the list in the same manner.

(b) The Contractor will be responsible for ensuring that every contractor employee requiring identification properly fills out DOT Form 1681, Identification Card/Credential Application. All information called for on this form must be typed or printed and must include company name. A properly filled out DOT F 1681 will be required by OST, M-70, before further processing of the request.

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(c) The authorizing official for DOT Form 1681 will be AIN-400. The applications will be authorized when the contractor employee submits required investigative paperwork.

(d) Photographs for Contractor identification cards will be Monday through Friday from 8:30 a.m. to 3:30 p.m.) on the first floor of the FAA-HQ building, 800 Independence Avenue.

3. Use. Contractor identification cards will be issued to authorized contractor employees for official identification only. The cards convey no status beyond that specifically defined in the contract agreement with the FAA. Contractor identification cards will be carried at all times when the contractor is on FAA premises and will be shown upon request by any FAA employee.

4. Expiration. Contractor identification cards will have an expiration date of September 30 of each year unless otherwise specified. The identification card may be issued for the period of a given contract, up to, but not exceeding 3 years. Cards issued for contracts extending more than 3 years must be renewed at the end of each 3-year period.

H.14 PERSONAL SERVICES

No personal services shall be performed under this Contract. No Contractor employee will be directly supervised by the Government. All individual Contractor employee assignments, and daily work direction, shall be given by the applicable contractor supervisor. If the Contractor believes that any Government action or communication has been given that would create a personal services relationship between the Government and any contractor employee, the Contractor shall promptly notify the Contracting Officer of this communication or action.

H.15 SUBCONTRACTORS AND OUTSIDE ASSOCIATES AND CONSULTANTS

Any subcontractors and outside associates or consultants required by the Contractor in connection with the services covered by the contract will be limited to individuals or firms that were specifically identified and agreed to during Screening Information Request (SIR) communications. The Contractor shall obtain the Contracting Officer's written consent before making any substitution for these subcontractors, associates, or consultants.

H.16 SUBCONTRACTORS/CONSULTANTS

Before employment of any subcontractor/consultant under this contract, the Contractor shall obtain the agreement of the Contracting Officer. The advance notification for consent to subcontract shall be submitted, in writing, to the Contracting Officer. In requesting such agreements, the Contractor shall furnish all pertinent information required by the Contracting Officer, which may include, but not be limited to, the name or names of individuals under consideration, extent of the proposed employment, the unexecuted subcontract document, any potential conflict of interest and the rate of reimbursement. The Contracting Officer has sole responsibility for approving subcontracts and consultant agreements. All subcontracts and consultant agreements shall include the Attorney/Client Privilege clause described in section H.21.

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The Contractor is authorized to use the following subcontractors or consultants in the performance of this effort: TO BE DETERMINED.

H.17 NOTIFICATION REGARDING ADMINISTRATIVE PROBLEMS

If at any time during the performance of this contract administrative problems should arise which will have an adverse impact on timely performance by the Contractor or affect the contract price, the Contractor is required to immediately notify the Contracting Officer.

H.18 PAYMENT OF OVERTIME PREMIUMS

(a) The total cost of this contract contains overtime premium costs as listed below:

OVERTIME PREMIUM: NONE

(b) Any premium cost required in excess of the above amount shall require the prior written approval of the Contracting Officer.

H.19 EQUITABLE ADJUSTMENT FORMULA

The burden of proof of the identification of each element of cost and of the proper allocation and amount thereof shall be on the Contractor whenever an equitable adjustment upward in price is claimed. In support of any such claim, the Contractor shall maintain and tender for audit by the Contracting Officer (or his representative) satisfactory cost records of the materials and labor expended pursuant to the particular circumstances or matter for which the equitable adjustment is claimed under the contract. Only those costs which are proven by the Contractor to be reasonable, necessary, and unavoidable, and which are in accordance with contract cost principles and procedures in AMS Part 3.3.2, "Contract Cost Principles" which are in effect on the date of this contract, will be allowable under the equitable adjustment.

A substantial failure to conform to the requirements of this clause shall constitute grounds for rejection of the contractor's claim.

H.20 ANNUAL INDIRECT RATE SUBMISSIONS

In accordance with FAA AMS 3.2.4-5, "Allowable Cost and Payment (April 2001)", the Contractor, as soon as possible, shall notify the Contracting Officer, in writing, if the billing rates change substantially at any time during the contract performance period. Upon review of the annual billing rate proposal or any notification of substantial rate change during the contract performance period, the Contracting Officer may adjust the approved billing rate(s). Such adjustment may apply retroactively and/or prospectively. In the event the adjustment is to be applied retroactively, the Contractor shall make appropriate adjustments on its next voucher.

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H.21 ATTORNEY/CLIENT PRIVILEGE

During performance of this contract the Contractor may be requested and required to attend meetings at which FAA employees seek and receive legal advice from FAA Attorneys. The FAA intends, and the Contractor agrees, that such advice is to be treated as confidential legal advice, that the Contractor must not discuss such legal advice with non-FAA personnel, that such advice will not be included in notes, written reports, or minutes of such meetings, and that for purposes of asserting the Attorney-Client privilege with regard to such information, the Contractor shall be considered an agent of the FAA and also be subject to 18 U.S. CODE § 1905. Disclosure of Confidential Information Generally.

In the event of litigation or any other legal proceeding involving third parties to which the Contractor is not a named party, the Contractor shall support the FAA by promptly providing to the FAA any documents requested which the Contractor may have in its possession, and by making Contractor employees available to assist FAA for any purpose, including but not limited to attendance at depositions or testimony at hearings. This provision does not preclude the Contractor or the Contractor employees from being represented by Counsel retained by the Contractor or the Contractor employee provided such representation is at no direct cost to the Government.

H.22 MAINTENANCE OF RECORDS AND LITIGATION SUPPORT

The Contractor shall maintain all records, notes, memoranda, correspondence, and Government documents, upon which notes or annotations have been made. These records shall be maintained for a minimum of two (2) years following contract closeout, or longer if required by the Contracting Officer and needed for the completion of any litigation or hearings. The records shall be freely delivered to the FAA upon request, and shall not be withheld by the contractor for any reason. The Contractor waives any statutory rights it may have for withholding the documents. In addition, the Contractor shall support the FAA in litigation to whatever extent required by the FAA. In the event any request for support to the FAA occurs after the period of performance of the contract, separate contractual arrangements will be made for costs incurred.

H.23 CONTRACTOR TESTIMONY

All requests for the testimony of the Contractor or its employees, and any intention to testify as an expert witness relating to:

- (a) any work required by, and/or performed under this contract, or
- (b) any information provided by any party to assist the Contractor in the performance of this contract,

shall be immediately reported to the Contracting Officer. Neither the Contractor nor its employees shall testify on a matter related to work performed or information provided under this contract, either voluntarily or pursuant to a request, in any judicial or administrative proceeding unless approved by the Contracting Officer or required by a judge in a final court order.

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H.24 PUBLIC RELEASE OF CONTRACT

The resultant contract(s) is/are public documents, releasable to the general public. Such contract document may be released to the public without the consent of the Contractor(s) and without notice to the Contractor(s), except when the data is determined by the FAA to be proprietary.

H.25 INTERPRETATION OF CONTRACT: (NOTICE OF AMBIGUITIES)

This written contract and any and all identified writings or documents incorporated by reference herein or physically attached hereto, constitute the parties' complete agreement and no other prior or contemporaneous agreements either written or oral shall be considered to change, modify or contradict it. Any ambiguity in the contract will not be strictly construed against the drafter of the contract language, but shall be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the intentions of the parties at the time of contracting.

It shall be the obligation of the Contractor to exercise due diligence to discover and to bring to the attention of the Contracting Officer at the earliest possible time, any ambiguities, discrepancies, inconsistencies, or conflicts in or between the specifications and the applicable drawings or other documents incorporated by reference herein. Failure to comply with such obligations may be deemed a waiver and release of any and all claims for extra costs or delays arising out of such ambiguities, discrepancies, inconsistencies and conflicts.

H.26 FEDERAL HOLIDAYS OBSERVED

Working hours scheduled shall observe Federal Holidays as follows:

New Year's Day	Labor Day
Martin Luther King's Day	Columbus Day
President's Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day (July 4 th)	Christmas Day

H.27 LIMITATION OF LIABILITY – SERVICES

(a) Except as provided in paragraphs (b) and (c) below, and except to the extent that the Contractor is expressly responsible under this contract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services), the Contractor shall not be liable for loss of or damage to property of the Government that --

- (1) Occurs after Government acceptance of services performed under this contract; and
- (2) Results from any defects or deficiencies in the services performed or materials furnished.

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(b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or the Government's acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of--

- (1) All or substantially all of the Contractor's business;
- (2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or
- (3) A separate and complete major industrial operation connected with the performance of this contract.

(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through the Contractor's performance of services or furnishing of materials under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects and deficiencies in, services performed or materials furnished under this contract.

H.28 REPRESENTATIONS AND CERTIFICATIONS

Representations and Certifications – Section K as executed shall be deemed to be incorporated herein by reference and made a part of the contract.

H.29 CONTRACTOR'S PROPOSAL INCORPORATED BY REFERENCE

This contract incorporates the following documents from the Contractor's proposal: [_____]

H.30 CONTRACTOR'S SUBSTITUTION OR ADDITION OF PERSONNEL (AMS 3.8.2-22 (October 2006))

(1) The Contractor must assign only those individuals whose resumes, personnel data, or personnel qualification statements have been submitted and determined by the Contracting Officer to meet the minimum requirements of the contract. The Contractor must not substitute or add personnel except in accordance with this clause.

(2) Substitution of Personnel.

(a) For the first 2 Months and 15 days of contract performance, the Contractor must not substitute personnel for the individuals whose resumes or other personal qualification were submitted with its offer and that were determined by the Contracting Officer to be acceptable at the time of contract award, unless such substitutions are because of an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor must promptly notify the Contracting Officer and propose substitute personnel as required by paragraph (4) below.

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(b) If an individual becomes, for whatever reason, unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or is expected to devote substantially less effort to the planned work, the Contractor must propose a substitute personnel as required by paragraph (4) below.

(3) Addition of Personnel. If an FAA requirement will increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, then the Contractor must notify the Contracting Officer to add personnel to the designated labor category. The Contractor must request added personnel as required by paragraph (4) below.

(4) Request and Review. The Contractor must submit the request for substitute or added personnel in writing to the Contracting Officer at least 21 days (if a security clearance must be obtained, at least 30 days before the proposed date of substitution or addition. The Contractor's request must provide a detailed explanation of the circumstances causing the proposed substitution or addition, a complete resume for the proposed substitute or added personnel, and any additional information required by the Contracting Officer. Proposed substitutes and added personnel must have qualifications equal to or higher than those stated in the contract for the labor category. The Contracting Officer will evaluate the Contractor's request and promptly notify the Contractor of the decision to accept or reject the qualifications of the substitute or added personnel.

(5) The Contracting Officer may terminate the contract if the Contractor has not made suitable, timely, and reasonably forthcoming replacement of personnel who have been reassigned or terminated or otherwise become unavailable to work under the contract or the resulting loss of productive effort would impair the successful completion of the contract. Alternatively, if the Contracting Officer finds the Contractor to be at fault for the condition, then the Contracting Officer may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the Contractor's action.

(End of clause)

H.31 CONTRACTOR'S PERSONNEL QUALIFICATION

Labor Categories describe the type of experience or expertise and specific educational degree type needed. Skill levels describe the amount of experience required and level of education needed or preferred.

All personnel, regardless of whether employed by the contractor or subcontractor, should satisfy the specific educational, experience, and technical qualifications expressed in the Statement of Work and Section J Attachment.

In the event contractor or subcontractor do not meet the detail of the qualification requirements but meet the overall intent of the requirements identified in the Statement of Work and Section J Attachment the contractor shall submit the resume of such personnel to the Contracting Officer for approval prior to the individuals commencement of work under this contract. The individual

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shall not be authorized to work under this contract in the proposed position until the Contracting Officer has approved in writing such individuals.

In determining if an employee's level of education qualifies for a specific labor category/skill level, the Contractor shall ensure that any educational degrees the employee has received were obtained from accredited colleges only. In determining the amount of employee direct or related work experience, the Contractor shall not count any time the employee spent acquiring education, in any form including time on the job in a cooperative program.

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**I.1 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE
(DECEMBER 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

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3.6.1-9 Mentor Protégé Program (October 2006)

3.6.1-11 Mentor Requirements and Evaluations (October 2006)

3.6.2-1 Contract Work Hours and Safety Standards Act-Overtime Compensation (September 2003)

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(End of provision)

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I.2 3.9.1-1 Contract Disputes (September 2009)

(a) All contract disputes arising under or related to this contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A contractor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) The filing of a contract dispute with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A contract dispute is considered to be filed on the date it is received by the ODRA.

(c) Contract disputes are to be in writing and shall contain:

(1) The contractor's name, address, telephone and fax numbers and the name, address, telephone and fax numbers of the contractor's legal representative(s) (if any) for the contract dispute;

(2) The contract number and the name of the Contracting Officer;

(3) A detailed chronological statement of the facts and of the legal grounds for the contractor's positions regarding each element or count of the contract dispute (i.e., broken down by individual claim item), citing to relevant contract provisions and documents and attaching copies of those provisions and documents;

(4) All information establishing that the contract dispute was timely filed;

(5) A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g., invoices and cancelled checks) attached, broken down by individual claim item and summarized; and

(6) The signature of a duly authorized representative of the initiating party.

(d) Contract disputes shall be filed at the following address:

(1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave, S.W., Room 323,
Washington, DC 20591,
Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or

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(2) other address as specified in 14 CFR Part 17.

(e) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the FAA against a contractor (excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed within two (2) years after the accrual of the contract claim. If an underlying contract entered into prior to the effective date of this part provides for time limitations for filing of contract disputes with the ODRA which differ from the aforesaid two (2) year period, the limitation periods in the contract shall control over the limitation period of this section. In no event will either party be permitted to file with the ODRA a contract dispute seeking an equitable adjustment or other damages after the contractor has accepted final contract payment, with the exception of FAA claims related to warranty issues, gross mistakes amounting to fraud or latent defects. FAA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any FAA claims against the contractor based on gross mistakes amounting to fraud or latent defects shall be filed with the ODRA within two (2) years of the date on which the FAA knew or should have known of the presence of the fraud or latent defect.

(f) A party shall serve a copy of the contract dispute upon the other party, by means reasonably calculated to be received on the same day as the filing is to be received by the ODRA.

(g) After filing the contract dispute, the contractor should seek informal resolution with the Contracting Officer.

(h) The FAA requires continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending a final FAA decision.

(i) The FAA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on contract disputes shall be paid at the rate fixed by the Secretary of the Treasury that is applicable on the date the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until payment is made. Interest will not accrue for more than one year.

(j) Additional information and guidance about the ODRA dispute resolution process for contract disputes can be found on the ODRA Website at <http://www.faa.gov>. (End of clause)

I.3 3.9.1-2 PROTEST AFTER AWARD (AUGUST 1997)

(a) Upon receipt of a notice that a protest has been filed with the FAA Office of Dispute Resolution, or a determination that a protest is likely, the Administrator or his designee may instruct the Contracting Officer to direct the Contractor to stop performance of the work called for by this contract. The order to the Contractor shall be in writing, and shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision or other resolution of the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

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(2) For other than cost-reimbursement contracts, terminate the work covered by the order as provided in the "Default" or the "Termination for Convenience of the Government" clause(s) of this contract; or

(3) For cost-reimbursement contracts, terminate the work covered by the order as provided in the "Termination" clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after the final resolution of the protest, the Contractor shall resume work. The Contracting Officer shall make for other than cost-reimbursement contracts, an equitable adjustment in the delivery schedule or contract price, or both; and for cost-reimbursement contracts, an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected; and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(End of clause)

I.4 3.14-4 Access to FAA Systems and Government-Issued Keys, Personal Identity Verification (PIV) cards, and Vehicle Decals (July 2008)

(a) It may become necessary for the Government to grant access to FAA systems or issue keys, PIV cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor must return all such Government-issued items and submit a request to terminate all user accounts on applicable FAA systems to the issuing office with notification to the Contracting Officer's Technical Representative (COTR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items must be returned to the Government and a request submitted for the termination of FAA system access within three (3) business days or upon termination of the contract or the employee. Improper use,

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possession or alteration of FAA issued keys, PIV Cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, 701, and 1030.

(b) In the event such keys, PIV Cards, or vehicle decals are lost, stolen, or not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold TBD for each key, PIV Card, and vehicle decal lost, stolen, or not returned. If the keys, PIV Cards, or vehicle decals are not returned within 30 calendar days from the date the withholding action was initiated, any amount so withheld must be forfeited by the contractor.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.

(d) The Government retains the right to inspect inventory, or audit PIV Cards, keys, vehicle decals, and access control cards issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government will be assumed to be lost and the provisions of section (b) apply.

(e) Keys must be obtained from the COTR who will require the contractor to sign a receipt for each key obtained. Lost or stolen keys, PIV Cards, vehicle decals, and access control cards must immediately be reported concurrently to the Contracting Officer (CO), COTR, and Manager, Personnel Security Division, AIN-400. Electronic keying cards are handled in the same manner as metal keys.

Manager, Personnel Security Division, AIN-400
800 Independence Avenue, S.W., Room 315
Washington, D.C. 20591

(f) Each contract employee, during all times of on-site performance at the TBD must prominently display his/her current and valid PIV card on the front portion of his/her body between the neck and waist. Each PIV card holder must not affix pins, stickers, or other decorations to the PIV.

(1) Prior to any contractor employee obtaining a PIV Card or vehicle decals, the contract employee is required to report in person to the SSE Registrar or an FAA designated trusted agent for fingerprinting, photographing, and to submit their required investigation forms as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements. The investigative forms must be submitted to AIN-400 security division or staff by the contractor in a sealed envelope either hand carried by the contractor or sent via U.S. mail to: Manager, Personnel Security Division, AIN-400. The SSE will review the forms and approve interim suitability prior to the contract employee beginning work. When an interim is granted by the SSE, the individual may begin work under escort until their OPM fingerprint check has been returned and successfully adjudicated. Once the OPM fingerprint check has been successfully adjudicated, they can then be badged. If the contract employee requires a PIV Card, the fingerprint check must be completed and favorably adjudicated by the SSE prior to approval or issuance of the PIV card.

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(2) To obtain the PIV Card, contractor employee must submit an identification Card/Credential Application (DOT 1681) signed by the contractor employee and by the authorized trusted agent (when applicable) and also by the authorized sponsor to the CO or to the COTR. The DOT 1681 must contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the Manager, Personnel Security Division, AIN-400. Arrangements for processing the identification cards, including photographs and lamination can be made by the contacting Manager, Personnel Security Division, AIN-400.

(3) The contractor must contact the SSE to obtain the procedures that the contractor's employees must utilize to obtain their PIV Card.

(g) The contractor is responsible for ensuring final out-processing is accomplished for all departing contractor employees. Final out-processing must be accomplished by close of business the final workday of the contractor employee or the next day under special conditions. The SSE must be notified in writing and ensure that all FAA media, including the PIV card, are returned to the SSE.

(End of Clause)

I.5 3.13-1 APPROVAL OF CONTRACT (APRIL 1996)

This contract is subject to the written approval of the FAA Contracting Office and shall not be binding until so approved.

(End of Clause)

I.6 3.13-5 SEAT BELT USE BY CONTRACTOR EMPLOYEES (JANUARY 1999)

In accordance with Executive Order 13043 entitled "Increasing Seat Belt Use in the U.S.," the Contractor is encouraged to implement, communicate and enforce on the job seat belt policies and programs for their employees and subcontractors when operating company-owned, rented or personally-owned vehicles.

(End of clause)

I.7 COMPUTER GENERATED FORMS

(a) Any data required to be submitted on Standard or Optional form prescribed by the Federal Aviation Administration (FAA) may be submitted on a computer generated version of the form, provided there is no change to the name, content or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by FAA Acquisition Management regulations, any data required to be submitted on an agency unique form may be submitted on a computer generated version of

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the form provided there is not change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

I.8 Not Used

I. 9 3.14-2 Contractor Personnel Suitability Requirements (January 2009)

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

(1) Facilities;

(2) Sensitive information; and/or;

(3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

Definitions of applicable terminology are contained in the corresponding guidance and FAA Order 1600.72A, appendix A.

(b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract. Those designated risk levels are:

[To be entered by the CO based on the 1600-77(s) approved by the SSE]

(c) If a National Agency Check with Inquiries (NACI) or other investigation is required under paragraph (b) for a given position, the contractor will submit to the Contracting Officer (CO) a point of contact (POC) that will enter applicant data into the Vendor Applicant Process (VAP) system (vap.faa.gov). VAP is a FAA system used to process and manage security information for FAA contractor personnel. Each contract may have up to 5 POCs. Once designated, a VAP administrator will provide each POC a Web ID and password.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The following information must be entered into VAP by the POC for each applicant requiring an investigation:

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- Name;
- Date and place of birth (city and state);
- Social Security Number (SSN);
- Position and office location;
- Contract number;
- Current e-mail address and telephone number (personal or work); and
- Any known information regarding current security clearance or previous investigations (e.g. the name of the investigating entity, type of background investigation conducted, contract number, labor category (Position), and approximate date the previous background investigation was completed).

If a prior investigation exists and there has not been a 2 year break in service by the applicant, the SSE will notify the contractor that no investigation is required and that final suitability is approved.

If no previous investigation exists, the SSE will send the applicant an e-mail (this step may be delegated to VAP POC):

- Stating that no previous investigation exists and the applicant must complete a form through the Electronic Questionnaires for Investigations Processing (eQIP) system;
- Instructing the applicant how to enter and complete the eQIP form;
- Providing where to send/fax signature and release pages and other applicable forms; and
- Providing instructions regarding fingerprinting.

The applicant must complete the eQIP form and submit other required material within 15 days of receiving the e-mail from the SSE.

For items to be submitted outside eQIP, the contractor must submit the required information with a transmittal letter referencing the contract number to:

Headquarters Contracts:

Manager, Personnel Security Division, AIN-400
800 Independence Avenue, S.W., Room 315
Washington, D.C. 20591

Regional and Center Contracts:

none

The transmittal letter must also include a list of all of the names of contractor employees and their positions for which completed forms will be submitted to the SSE pursuant to this Clause.

(d) The contractor must submit the information required by paragraph (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in paragraph (b) of this Clause.

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(e) The CO will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. Once action has been taken, the contractor will report the action to the CO and SSE.

(f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.

(g) The contractor must notify the CO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the contract. This notification must be done utilizing the Removal Entry Screen of VAP. If FAA issued the terminated employee and identification card, the contractor must collect the card and submit it to the SSE.

(h) The CO may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, and the same transmittal letter requirements of paragraph (c) of this Clause applies.

(i) The contractor and/or subcontractor(s) must contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters within one (1) business day in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

(j) Failure to submit information required by this clause within the time required may be determined by the CO a material breach of the contract.

(k) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.

(l) The contractor agrees to insert terms that conform substantially to the language of this clause, including paragraph (k) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.

(m) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. To serve as an escort, a contractor employee must have a favorably adjudicated fingerprint check

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and initiated a NACI with FAA.

(End of Clause)

I.10 3.14-3 Foreign Nationals as Contractor Employees (April 2008)

(a) Each contractor or subcontractor employee under this contract having access to FAA facilities, sensitive information, or resources must be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, or who presents other evidence from the U.S. Citizenship and Immigration Service that employment must not affect his/her immigration status.

(b) Aliens and foreign nationals proposed under this contract must meet the following conditions in accordance with FAA Order 1600.72A, chapter 5, paragraph 7 & 8:

- (1) Must have resided within the United States for three (3) of the last five (5) years unless a waiver of this requirement is requested and approved in accordance with the requirements stated in FAA Order 1600.72A, chapter 5, paragraph 9;
- (2) A risk or sensitivity level designation can be made for the position; and
- (3) The appropriate security-related background investigation/inquiry can be adequately conducted.

(c) Interim suitability requirements may not be applied unless the position is low/moderate in risk, and/or temporary, and/or is not in a critical area position.

(End of Clause)

PART III – SECTION J

Labor Category Descriptions**Program Manager:**

Duties: The Program Manager serves as a single contract manager, and will be the authorized interface with the Government's Contracting Officer's Technical Representative (COTR), other Government management personnel, and customer agency representatives. The Program Manager is responsible for formulating and enforcing work standards, assigning contractor schedules, and communicating policies, purposes, and goals. He or she is responsible for the overall contract performance and manages services and support operations that may include multiple projects. The Program Manager organizes resources to support multiple concurrent projects and manages the execution of multiple concurrent projects.

Experience: Program Managers have a master's degree and at least 8 years of progressive experience. Relevant experience includes, but is not limited to, experience in managing large complex projects, contracts, funds, and resources (or group of projects, contracts, funds, and resources). Duties may include contract management, large project management, and interface with the customer.

Education: Master's degree in Business, Engineering, Management Sciences, Computer Science, Information Systems, Social Science, Education, Human Resources Development, Psychology, or other related analytical, scientific, or technical disciplines. May have specialized professional certifications (e.g., PMP, CIA, CISA).

Principal Consultant:

Duties: The Principal Consultant supervises other consultant specialists and applies an organization-wide set of disciplines for the planning, analysis, design, and construction of information systems on an enterprise-wide basis or across a major sector of the enterprise. He or she performs enterprise strategic systems planning, enterprise information planning and business area analysis, and process and data modeling in support of the planning and analysis efforts, using both manual and automated (Integrated Computer-Aided Software Engineering (ICASE)) tools. The Principal Consultant develops and applies organization-wide information models for use in designing and building integrated, shared software and database management systems, and applies reverse engineering and re-engineering disciplines to develop migration and strategic planning documents.

Experience: Principal Consultants have a master's degree and at least 6 years of progressive experience. Relevant experience includes, but is not limited to, experience in facilitation, training, methodology development and evaluation, organizational assessment and risk management, process reengineering across all phases, identifying best practices, change management, business management techniques, organizational development, activity and data modeling, or information system development methods and practices.

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Education: Master's degree in Business, Engineering, Management, Computer Science, Information Systems, Social Science, Education, Human Resources Development, Psychology, or other related analytical, scientific disciplines. May have specialized professional certifications (e.g., PMP, CIA, CISA, CPE).

Senior Consultant:

Duties: The Senior Consultant supervises other consultant specialists and applies an organization-wide set of disciplines for the planning, analysis, design, and construction of information systems on an enterprise-wide basis or across, a major sector of the enterprise. He or she performs enterprise strategic systems planning, enterprise information planning and business area analysis and performs process and data modeling in support of the planning and analysis efforts using both manual and automated tools. He or she develops and applies organization-wide information models for use in designing and building integrated, shared software and database management systems and applies reverse engineering and re-engineering disciplines to develop migration and strategic planning documents.

Experience: Senior Consultants have a master's degree and at least 3 years of progressive experience. Relevant experience includes, but is not limited to, experience in facilitation, training, methodology development and evaluation, process reengineering across all phases, identifying best practices, change management, business management techniques, organizational development, activity and data modeling, information system development methods and practices, or technical background to provide project management and integration support.

Education: Master's degree (or equivalent combination of education and experience) in Business, Engineering, Management Sciences, Computer Science, Information Systems, Social Science, Education, Human Resources Development, Psychology, or other related analytical, scientific, or technical disciplines. May have specialized professional certifications (e.g., PMP, CIA, CISA, CPE).

Junior Consultant:

Duties: The Junior Consultant applies process improvement and reengineering methodologies and principles to conduct process modernization projects and performs enterprise strategic systems planning, enterprise information planning and business area analysis. He or she operates under supervision and performs process and data modeling in support of the planning and analysis efforts using both manual and automated tools. The Junior Consultant develops organization-wide information models for use in designing and building integrated, shared software and database management systems and applies reverse engineering and re-engineering disciplines to develop migration strategic and planning documents.

Experience: Junior Consultants have a bachelor's degree and at least 2 years of progressive experience. Relevant experience includes, but is not limited to, experience in facilitation, training, methodology development and evaluation, process reengineering across all phases,

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identifying best practices, change management, business management techniques, organizational development, activity and data modeling, or information system development methods and practices.

Education: Bachelor's degree in Business, Engineering, Management Sciences, Computer Science, Information Systems, Social Science, Education, Human Resources Development, Psychology, or other related analytical, scientific, or technical disciplines.

Admin Support and Graphics Specialist:

Duties: He or she assists in preparing presentation graphics and supporting the development of contract deliverables and reports by developing and updating graphic presentations to improve the quality and enhance the usability of these documents. He or she is responsible for integrating graphics generated with automated tools and the deliverable documents and has demonstrated an ability to work under general direction or independently.

Experience: Administrative Support and Graphics Specialist has a High School diploma and at least one year experience in office administration and developing graphic or artistic presentations for publications and documents (preferably technical documentation). He or she has at least one year of specialized experience using commercial automated word processing (e.g., WordPerfect, Word); graphics systems (e.g., PowerPoint, Harvard, Freelance); and desktop publishing systems. The Administrative Support and Graphics Specialist directly supports the Program Manager or Project Manager by maintaining personnel and other files, preparing correspondence and schedules, and coordinating travel.

Education: High School diploma. Alternate qualifications include an associate's degree in any discipline with one year of specialized experience.

- edge of human factor methods/principles

PART IV - SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions
 (June 1999)

3.2.2.3-10 Type of Business Organization (July 2004)

By checking the applicable box, the offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other _____[specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in

_____.
 (country)

(End of provision)

3.2.2.3-15 Authorized Negotiators (July 2004)

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: _____

Title: _____

Phone number: _____

(End of provision)

3.2.2.3-20 Electronic Offers (July 2004)

(a) The offeror (you) may submit responses to this SIR by the following electronic means linwood.gillette@faa.gov. Your offer must arrive at the place and by the time specified in the SIR.

(b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items,

quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions.

(c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.

(d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.

(e) Send your offer electronically to linwood.gillette@faa.gov

(f) If you chose to send your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.

(End of provision)

3.2.2.3-22 Period for Acceptance of Offer (July 2004)

The offeror (you) agrees that if this offer is accepted within 60 calendar days from the date the SIR specifies for receiving offers, to provide all items for which you offer prices at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

(End of provision)

3.2.2.3-23 Place of Performance (July 2004)

(a) The offeror (you), in fulfilling any contract resulting from this SIR, ☐ intends, ☐ does not intend (check applicable block) to use one or more plants or facilities located at a different address from your address as stated in this offer.

(b) If you check 'intends' in paragraph (a) above, insert the following information:

Place of Performance Street:

City:

State:

Zip Code:

Name of owner and operator, if other than the owner

(End of provision)

3.2.2.3-70 Taxpayer Identification (July 2004)

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. _____.

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity

☐ Not a corporate entity

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

[] Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

3.3.1-35 Certification of Registration in Central Contractor Registration (CCR)
(April 2006)

In accordance with Clause 3.3.1-33, Central Contractor Registration (January 2008), offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____

Title: _____

Phone Number: _____

(End of provision)

3.6.2-37 Notification of Employees' Rights Concerning Payment of Union Dues or Fees (October 2009)

1. During the term of this contract, the contractor agrees to post a notice in conspicuous places in and about its plants and offices, including all places where notices to employees are customarily posted. The notice must include the following information [except that the last two sentences must not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)].

NOTICE TO EMPLOYEES

Under federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment. If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address:

National Labor Relations Board
Division of Information
1099 14th Street, NW
Washington, D.C. 20570
1-866-667-6572
1-866-315-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at: www.nlr.gov.

2. The contractor will comply with all provisions of E.O. 13502 of February 6, 2009, and related rules, regulations, and orders of the Secretary of Labor.
3. In the event that the contractor does not comply with any of the requirements set forth in paragraphs (1) or (2) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in or adopted pursuant to E.O. 13502 of February 6 2009. Such other sanctions or remedies may be imposed as are provided in E.O. 13502 of February 6, 2009, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.
4. The contractor will include the provisions of paragraphs (1) through (4) herein in every subcontract or purchase order entered into in connection with this contract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to E.O. 13502 of February 6, 2009, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any such subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: However, if the contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(End of Clause)

3.6.2-38 Certification of Knowledge Regarding Child Labor End Products (July 2007)

(a) Definition.

"Forced or indentured child labor," as used in this clause, means all work or service:

- (i) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer itself voluntarily; or
- (ii) Performed by any person under the age of 18 pursuant to a contract, the enforcement of which can be accomplished by process or penalties.

(b) Listed End Products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis that the listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____
_____	_____

(c) Certification. The FAA will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or (c)(2) of this provision.

☐ (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

☐ (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product, and the offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture that end product.

(End of Clause)

3.6.3-10 Certification of Toxic Chemical Release Reporting (April 2009)

(a) Pursuant to Executive Order 13423, the offeror must execute this certification as a prerequisite for making or entering into this contract.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in EPCRA sections 313(a) and (g), and PPA section 6607; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [The offeror to check each block that is applicable.]

 (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

___(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

___(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

___(iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding Northern American Industry Classification System (NAICS) sectors:

(a) Major group code 10 (except 1011, 1081, and 1094).

(b) Major group code 12 (except 1241).

(c) Major group code 20 through 39.

(d) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power distribution in commerce).

(e) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent services on a contract or fee basis); or

___(v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of provision)

**PART IV - SECTION L
PART IV – REPRESENTATIONS AND INSTRUCTIONS
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

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L.1 3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

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3.2.4-1 Type of Contract (April 1996)

The Federal Aviation Administration contemplates award, in accordance with its FAA Acquisition Management System (AMS), of a Cost-Plus Fixed-Fee, (Term form at a specified level-of-effort) type contract. The duration of the contract is five (5) years if all options are exercised. The base period is 12 months, and is followed by four "one-year" options.

(End of provision)

3.9.1-3 Protest (November 2002)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

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(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

- (1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., S.W.,
Room 323,
Washington, DC 20591
Telephone: (202) 267-3290,
Facsimile: (202) 267-3720

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(2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

(End of provision)

L.2 SUBMISSION OF PROPOSAL, DATE, TIME, PLACE

L.2.1 Delivery of Proposals

Proposals in response to this SIR shall be due by **12:00 p.m. Eastern Time** as follows:

Volume I, Technical & Management, Proposal	12 March 2010
Volume II, Past Performance	12 March 2010
Volume III, Cost, Proposal	12 March 2010

Offerors shall provide one (1) electronic copy (on disc) and three (3) paper copies of their proposal. All copies of the proposal shall be single sided. All electronic file contents shall match print versions of submitted documents. Electronic submissions shall be accompanied by a printed inventory that identifies all CDs, their file contents, and their electronic formats. All CDs and files shall be labeled with the Offeror's name, submission date and the words "Source Selection Sensitive".

Videotapes, computer demonstration disks, or other such media (other than electronic copies of the proposal submissions) shall not be submitted with the Offeror's proposal. If such materials are submitted, they will be returned without evaluation. The written proposal shall stand on its own merits.

Proposals received after the due date shall be considered late and will be excluded from further consideration. Proposals shall be delivered to the Contracting Officer at the following address:

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Federal Aviation Administration
AJA-47, ATTN: Linwood Gillette
800 Independence Ave., SW, Room 335
Washington, DC 20591

L.2.2 Requests for Clarifications

An Offeror may request clarification in writing from the Contracting Officer for any SIR requirement that is unclear or in conflict by sending an e-mail to:

linwood.gillette@faa.gov

202-493-4753

Any requests for clarification shall be received no later than 5 calendar days after SIR release. Any changes in requirements or other terms and conditions that result from requests for clarifications will be made by formal amendment to the SIR.

L.3 EXPENSES RELATED TO OFFEROR SUBMISSIONS

The Government is not responsible for and will not pay or reimburse any costs incurred by the Offeror in the development, submission or any other part of the offer submitted under this SIR. Furthermore, no pre-contract costs will be allowed on this contract. Pre-contract costs are defined as any costs incurred at the Offeror's risk in anticipation that any such costs may later be charged to any resulting contract, and to the extent that they would have been allowable if incurred after the date of the contract execution and to the extent authorized by the Contracting Officer.

L.4 FINANCIAL RESPONSIBILITY DETERMINATION

Notwithstanding the evaluation methodology outlined in this SIR, an Offeror must be found to be responsible by the Contracting Officer prior to the award of any resultant contract. Refer to AMS 3.2.2.2. The Government reserves the right to obtain information from Offerors to support a determination of responsibility.

In addition, the contractor shall be registered in the Central Contractor Registry (www.ccr.gov).

L.5 COMMUNICATIONS WITH OFFERORS

All communications will be documented and controlled through the Contracting Officer to ensure that Offerors are treated equitably. Communications with one Offeror does not require communications with any others or all.

L.6 DEBRIEFINGS

Debriefings may be requested within 3 working days after notification of a contract award or down select decision. Requests shall be made in writing and submitted to the CO. To the maximum extent practicable, debriefings will be conducted within 5 working days after the request.

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L.7 MINIMUM OFFER ACCEPTANCE PERIOD (AMS Clause 3.2.2.3-2, (July 2004)

(a) 'Acceptance period,' as used in this provision, means the number of calendar days the FAA (we, us) has to award a contract from the date the SIR specifies for receiving offers.

(b) This provision supersedes any language about the acceptance period appearing elsewhere in this SIR.

(c) We require a minimum acceptance period of 60 calendar days .

(d) The offeror (you) may specify a longer acceptance period than the period shown in paragraph (c). To specify a longer period, fill in the blank: The offeror allows the following acceptance period: 60 calendar days.

(e) We may reject an offer allowing less than the FAA's minimum acceptance period.

(f) You agree to fulfill your offer completely if the FAA accepts your offer in writing within:

(1) The acceptance period stated in paragraph (c) of this provision; or

(2) Any longer acceptance period stated in paragraph (d) of this provision.

(End of provision)

L.8 FORMAT AND GENERAL GUIDELINES FOR DOCUMENTS

Proposals shall be provided in loose-leaf notebooks on standard letter size 8-1/2 by 11 inch paper. All printing shall be single sided. The font for text shall be 12-point Times New Roman, six lines per inch with one-inch margins for the left, right, top and bottom of each page. The font for graphics, illustrations, and charts shall be eight point or larger. Charts prepared in either portrait or landscape style shall be on 8-1/2 by 11 inch paper and can be prepared in any typeface easily readable.

Proposals must contain comprehensive, concise, factual information and complete and substantiated price data. General statements that the Offeror understands the requirements of the work to be performed, or simple rephrasing or restating of the Government's requirements will not be considered adequate. Similarly, submittals containing omissions or incomplete responses to the requirements of this SIR, or that merely paraphrase the Statement of Work, or that use nonspecific phrases such as "in accordance with standard procedures" or "well-known

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techniques" will also be considered inadequate. Deficiencies of this kind will render the proposal non-responsive and may be cause for rejection of the offer.

Each volume shall be contained in a separate binder and shall be separate and complete in and of itself so that evaluation of one may be accomplished independently of the other. A cover page shall be affixed to each volume that clearly identifies each volume, volume number, original or copy, solicitation number, and Offeror's name. Whenever practical, enclosed headings, subheadings, titles, sequence of material and a number identification system shall be used. Each volume shall be organized such that a search of Government-required documents is not necessary to review the proposal. Information not in its appropriate section or not appropriately referenced will be assumed to have been omitted and not evaluated.

L.9 PAGE LIMITATION

Volume	Description	Page Limit
I	Technical and Management, Proposal	30
II	Past Performance	6 page limit, Excluding Attachment A
III	Cost, Proposal	No page limit

Page limitations shall be treated as maximums. Offerors may allocate page count as desired within each Volume. Pages submitted in excess of the page limitation will be returned to the Offeror without evaluation, starting with the first page over the limitation through to the end of the volume.

L.10 INDEXING

Each Volume shall contain a table of contents to delineate the subparts within that Volume. Tab indexing shall be used to identify the Volume's subparts. Tab pages will not count against the Volume page limit as long as the tab page is blank.

L.11 VOLUME DESCRIPTIONS

All information shall be provided in the volume and part specifically prescribed. A description of the required contents of the volumes is as follows:

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L.11.1 Volume I – Technical and Management, Instructions for Proposal Preparation

The Volume I shall be organized as follows:

- (a) Qualifications for Personnel
- (b) Technical and Management Plan

L.11.1.1 (a) Qualifications for Personnel

The Offeror must describe the qualifications of all individuals proposed to fill the labor categories listed in Section J.1. **LABOR CATEGORIES AND PERSONNEL QUALIFICATIONS.**

Certified resumes should have the following data:

- a) Name, Title
- b) Labor Category proposed for
- c) Education
- d) Professional Experience Summary
- e) Specific relevant experience- Job assignment history including dates in month/year format
- d) Professional Activities, Achievements, Awards, licenses etc.

Particular attention should be paid to fully describing and substantiating the individuals' qualifications, including their education, knowledge & technical skills, and experience. This should allow an assessment of whether the individual meets or exceeds the qualifications discussed in the labor category description. Each resume must be certified as current, complete and accurate.

L.11.1.2 (b) Technical and Management Plan

In this section the Offeror must provide a technical and management plan that:

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a) Demonstrates their team's capability (including understanding and knowledge) to effectively and efficiently perform the SOW requirements, and that their capability is relevant in scope and complexity to the requirements established in Section C. The Offeror must describe their relevant experience and plan for effective, efficient, and successful management and achievement of program requirements, including coordination of the activities with the FAA and any subcontractors that may be contributing to the work being performed. The Offeror must also describe their approach for assuring quality in a timely and cost effective manner.

b) Discusses the Offeror's contract and team management structure with effective support roles, and lines of responsibility that substantiates that they have the ability, expertise, and experience to staff and perform to the requirements of the contract. At the minimum, the Offeror must discuss their relevant experience and plan for the following areas: a) contract management; b) Task Order management; c) quality assurance; d) staffing and recruitment to support the work required by Section C; e) teaming arrangements and management, if any, and the utilization of these teaming partners to effectively manage the tasks; and f) subcontract management.

L.11.2 Volume II – Past Performance, Instructions for Proposal Preparation

The Offeror must submit a written listing of at least 2 and a maximum of 3 contracts, of similar scope and size, that demonstrate the Offeror's past performance in efforts of this type. These contracts should have been held within the last 3 years. The listing must be in reverse chronological order starting with most recent. The Offeror must provide a brief description of each contract cited. The Offeror must explain how the experience on these projects is relevant to the work specified in the SIR.

The information submitted should include the following:

- Contract Information
 - Name
 - Type (e.g., firm fixed price, cost plus fixed fee, etc.)
 - Original Value
 - Present / Final Value
 - Period of Performance (MM/DD/YR)- (*must include estimated/actual start date and end date)
 - Description of Work performed under the contract
- Client Information
 - Company Name and Address
 - Contract's point of contact (name and telephone number)
 - Technical point of contact (name and telephone number).

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The Government may use this information to contact the entities to obtain past performance information. Past performance information will be solicited for the following areas at a minimum:

- Technical
- Contract and Project Management
 - Schedule Performance
 - Cost Performance.

The Government reserves the right to contact sources not provided by the Offeror.

L.11.2.1 Customer Input/Past Performance Questionnaire

The Offeror shall fill in the Past Performance Questionnaire (Part 1) (see **Attachment A** to Section L), and forward Parts 1 and 2 to its selected client organization for completion. The client organization will complete Part 2 of the Questionnaire and return the Questionnaire (Parts 1 and 2) directly to the FAA Contracting Officer.

L.11.3 Volume III – Cost Proposal, Instructions for Proposal Preparation

Volume III shall be submitted in a paper version provided with electronic format (CD) as backup. Volume III shall include the following information:

- a) FAA Standard Form 26 filled out and signed by an authorized representative of the company.
- b) Proposed cost summary by specified element of cost over the five years of the contract base period and 4 option periods. Elements include: (1) direct labor hours, rates and costs for the Labor Categories established in Section C; (2) costs for travel, equipment and Other Direct Costs (ODC); and (3) indirect expense schedules such as labor overhead, G&A, fringe, material overhead, etc. Subcontractor costs must also be included in the Offeror's (prime contractor's) cost proposal. Cost spreadsheets itemizing and supporting the cost buildup with cost elements must also be included.
- c) A completed Section K as well as the Business Declaration Form which is a separate attachment to this SIR.

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- d) Information identified under Contractor and Industrial Security Program, as follows:

“CONTRACTOR AND INDUSTRIAL SECURITY PROGRAM”

For any Contractor employees that will need access to FAA facilities, the Offeror **shall submit** the names of the individuals requiring said access and the functions they will perform. In addition, indicate security clearances held, if any, and the country and organization that issued the clearance for the individuals named.

If any of the Offeror's team members are foreign nationals and do not comply with the provisions of Clause I.10 3.14-3 Foreign Nationals as Contractor Employees (April 2008), the Offeror is to identify the information noted above for these team members in their proposal. A waiver of the residency requirement will be requested by the Product Team in accordance with FAA Order 1600.72A, Chapter 5, Paragraph 9. The decision to grant any waiver rests with the FAA.

- e) A list of any data that will be provided under the contract with limited or restricted rights, and any exceptions to the conditions of I-3.5-13, including alt2, alt3, and alt5 (see Section I).
- f) An Offeror shall identify if there are any current or pending issues that would warrant consideration by the contracting officer in assessing whether an Offeror is a responsible contractor.
- g) A copy of the latest DCAA Audit Report must be provided as well the supporting DCAA office contact.

L.11.3.1 Mandated Assumptions and Limitations for Offeror's Pricing

In order to promote fair and consistent pricing of this procurement, all offerors must reflect certain assumptions/limitations in their cost proposals. Failure to comply with these assumptions may result in the determination that the proposal is non-responsive to the SIR and may be grounds for rejection of the proposal.

- (a) **Start Date:** For cost proposal preparation purposes, Offeror shall assume performance will begin April 1, 2010.
- (b) **Estimated Travel, Equipment and ODCs for Proposal Pricing Purposes:** Since Travel, Equipment and ODC's are unknown at this time, for evaluation purposes you are **directed** to use the government provided fixed cost amounts as follows:

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**Table of FAA Costs for Travel, Equipment
and Other Direct Costs (ODCs)**

	Total
Base Period, Yr 1	\$35,000
Option Period 1, Yr 2	\$35,000
Option Period 2, Yr 3	\$35,000
Option Period 3, Yr 4	\$35,000
Option Period 4, Yr 5	\$35,000

(c) **Maximum Liability of the Government:** the maximum liability of the Government is subject to the availability of the funds. However, the maximum liability for the entire contract period (Base Year and 4 Option Periods) including Travel and ODCs shall not exceed \$00000.00.

(d) **Labor Categories:** For evaluation purposes, Offerors are **directed** to use the labor category estimated hours break out provided in Section B in their cost proposals.

L.12 COMPLIANCE WITH INSTRUCTIONS

The FAA reserves the right to award a contract based on initial offers received, without discussions or negotiations of such offers. Therefore, it is critical that each offer is fully responsive without exception of any provision. The proposals must be specific enough to provide the FAA evaluators with clear evidence to judge the technical and financial ability of the Offeror to perform the scope of work. Proposals that repeat the information contained in Section C without sufficient elaboration, or that merely paraphrase it may be considered incomplete and unacceptable.

The completion and submission of all the volumes defined in Section L and all supporting documents constitute an offer.

L.13 DISCUSSIONS WITH OFFERORS AFTER RECEIPT OF PROPOSAL

Communications with potential Offerors may take place throughout the source selection process. The purpose of communication is to ensure there are mutual understandings between the FAA and the Offerors on all aspects of the procurement. Information disclosed as a result of written communication with any Offeror may be considered in the evaluation of submittal(s). In accordance with FAA AMS policy, the FAA reserves the right to conduct discussions with no Offerors, specific Offerors, or with all Offerors (in the competitive range) as circumstances warrant.

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M.1 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE
(DECEMBER 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or Offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.2.4-31 Evaluation of Options (April 1996)

Except when it is determined not to be in the Government's best interest, the Government will evaluate offers for award purposes by adding the total Price for all options to the totals Price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

M.2 BASIS FOR CONTRACT AWARD

Award will be made to the Offeror whose proposal is judged to represent the **best value to the Government**. The best value decision will be based on the evaluation of the Offeror's Technical & Management Proposal (Volume I), the Past Performance (Volume II) and the Cost Proposal (Volume III).

The best value is defined as the proposal that presents the most advantageous solution to the FAA, based on the evaluation of Technical and Management, Past Performance, Cost/Price and other factors specified in the SIR. The best value approach provides the opportunity for Technical and Management/Cost trade-offs and does not require that award be made to either the Offeror submitting the highest rated proposal or the Offeror submitting the lowest Price, although the ultimate award may be to either one of those Offerors.

Risk will be separately evaluated in accordance with Section M.3.4 and considered throughout the evaluation process and contributes to the best value decision. When evaluating an Offeror's capability to perform the work defined in Section C, the FAA will also consider completeness, response to all elements, and adherence to the SIR requirements.

The CO shall make a responsibility determination regarding an Offeror prior to any award, pursuant to AMS 3.2.2.7.

The Government intends to select one Offeror for award. However, the Government reserves the right to make multiple awards or not to award a contract depending on the availability of funds or if such action is not in its best interest.

If at any point during the evaluation process, the FAA concludes that the Offeror does not have a reasonable chance of receiving this award, the FAA may eliminate the Offeror from further

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consideration for award. The Contracting Officer will officially notify any Offeror eliminated from further consideration in writing.

M.2.1 Evaluation Process

For Offerors meeting the requirements of this SIR, each volume of the Offeror's proposal will be reviewed to determine whether it follows the instructions of Section L and includes all of the required information. Omission of any required information may be considered grounds for rejecting any proposal from further consideration.

The FAA will evaluate the technical and Management, Past Performance and Cost proposal results to arrive at the best value determination for contract award(s).

During the evaluation process, the FAA Evaluation Teams will evaluate each Offeror using information submitted by the Offeror (or in the case of Past Performance, obtained during the evaluation). The Technical Evaluation Team will evaluate the Offeror's Technical and Management proposal against evaluation factors in Section M and conduct a risk assessment on the Technical and Management proposal. A separate Past Performance team will also evaluate the Offeror's Past Performance against the evaluation factors in Section M and conduct a risk assessment on Past Performance. A separate Price Evaluation team will also evaluate the Offeror's Cost Proposal against the criteria addressed in Section M and conduct a risk assessment on the Cost proposal. The risk assessments will be conducted in accordance with Section M.3.4.

The various evaluation teams will then compile the results from all evaluation criteria and present their findings to the SSO, who will select the offer(s) providing the best value to the FAA.

M.2.2 Evaluation Order of Importance

The basis for award will be made against the evaluation factors contained in Section M. All factors will be considered in the evaluation for award. In descending order of importance the evaluation factors are: Technical and Management is the most important followed by Past Performance and then followed by Cost. Technical and Management is more important than Past Performance and Cost combined.

Technical and Management will be numerically scored. Past Performance will be rated either acceptable or unacceptable. Cost will be evaluated for fairness and reasonableness. Past Performance and Cost will not be numerically scored. As the Technical and Management differences between offers become smaller, the more important the Past Performance and Cost/Price will become.

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M.2.3 Eligibility for Award

The Offeror must be financially viable and otherwise responsible. To be eligible for award, the Offeror must be determined to be technically and financially capable of performing the magnitude and scope of the work. Therefore, it is critical that each offer be fully responsive. The FAA reserves the right to award a contract immediately following the conclusion of any evaluation and may not require discussions or negotiations with the successful Offeror or any other Offeror. All submittals in response to the SIR must contain the Offerors' best terms from a Technical and Management, Cost and Past Performance standpoint.

M.3 EVALUATION FACTORS

M.3.1 Technical and Management

The Technical and Management proposal will be evaluated in order to enable the Technical Team to assess each Offeror's ability to perform under the resultant contract. The Technical and Management proposal will be evaluated to obtain capability information and assess the effectiveness of the Offeror's response to the SIR. The evaluation of each factor and subfactor under Technical and Management will utilize the following general evaluation criteria:

(Understanding is defined as a comprehension of or a superior power of discernment with respect to, the requirements in Section C and Section L).

M.3.1.1 Factor A – Personnel Qualification

To what degree does the Offeror's proposed personnel satisfy, or exceed, the minimum qualifications with respect to:

- a) education,
- b) knowledge & technical skills, and
- c) experience.

Exceeding the minimums will rate a higher score. Factor B is more important than A.

M.3.1.2 Factor B – Technical and Management Plan

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To what degree does:

- a) The Offeror demonstrate and substantiate its relevant experience, understanding and knowledge with the requirements described in Section C,
- b) The Offeror demonstrate and substantiate how it will effectively, efficiently, and successfully manage and complete program requirements with quality in a timely and Cost effective manner,
- c) The Offeror demonstrate having an organization Management structure with effective support roles, and lines of responsibility that substantiate that it has the ability, expertise, and experience to staff and perform to the requirements of the contract, and
- d) The Offeror demonstrate that it has the qualified personnel resources available to support the effort, including any proposed teaming arrangements, and relevant corporate or teaming experience on previous projects.

M.3.2 Past Performance

The Past Performance proposal will be evaluated in order to determine the Offeror's ability to perform under the resultant contract. Past Performance will be measured by the degree to which the Offeror demonstrates and substantiates its Past ability (current and previous contracts) to successfully perform contracts that are similar in scope (complexity and magnitude) and size to the requirements of this SIR. Past Performance will also be evaluated by the degree to which inputs from the Offeror's current and former customers show a favorable response (i.e., questionnaire Section L) to the Offeror's work.

The three (3) Sub-Factors pertaining to Past Performance are:

- (a) Quality of Product or Service. Did the contractor comply with contract requirements, deliver accurate reports, and demonstrate technical excellence?
- (b) Business Practices. Did the contractor show effective management, reasonable and cooperative behavior to the Government? Was the contractor flexible to suggested solutions and did the contractor show attention to Cost control?
- (c) Customer Satisfaction. What was the satisfaction of end users with the contractor's services?

The three (3) Past Performance Sub-Factors are not numerically scored. Each Sub-Factor will be rated acceptable or unacceptable. Offerors must be rated as acceptable in all three (3) Sub-Factors in order to have an overall acceptable rating for Past Performance.

M.3.3 Cost Proposal

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The total evaluated Cost will be the sum of the overall Contract Costs. The overall Contract Costs must be itemized by Cost element as described in Section L.11.3 for the Base Period and each Option Period.

The Offeror's Cost proposal will be evaluated to determine if it is complete and to determine that the Costs are fair and reasonable.

- (a) Complete means the level of detail the Offeror provided in Cost or Price-supporting information for all RFO/SIR requirements in the SOW and technical documents, and assessing the traceability of proposed Prices.
- (b) Evaluation for fair and reasonable means comparing the Costs or Prices with (i) others received in response to the RFO/SIR, (ii) prices of other similar work and (iii) the Independent Government Estimate. Evaluation of the Cost or Price proposal will consist of using one or more of the techniques defined in AMS Guidance T3.2.3 Cost and Price Methodology.

Unrealistically low or high-proposed prices may be grounds for eliminating a proposal from competition either on the basis that the Offeror does not understand the requirement or has made an unrealistic proposal.

M.3.4 RISK ANALYSIS

During the course of the evaluation, potential risks to successful performance of SIR requirements by the offeror will be identified, reviewed, and assessed by the evaluators. Risks identified within any aspect of an offeror's proposal, and within any of the evaluation factors/sub-factors, will be assessed as to their potential impact on work performance, program management, work schedules, and cost. Additionally, risks identified due to inconsistencies and discrepancies between various aspects (Volumes) of each offeror's proposal will also be evaluated.

Based on the risk assessment evaluation, an overall adjectival rating describing the risk inherent in each offeror's proposal will be assigned. Risk will be adjectivally rated as follows:

High Risk: Great potential exists for serious work performance problems including, but not limited to, work schedule disruptions, degradation of performance or quality problems and increases in cost, even with special emphasis and close monitoring. Medium Risk: Some potential exists for work performance problems including, but not limited to, work schedule disruptions, degradation of performance or quality problems, and a commensurate increase in contract costs incurred by the Government. However, with special

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emphasis and close monitoring by the Government, the Contractor will probably be able to overcome the difficulties.

Low Risk: Minimal or no potential exists for work performance problems, including, but not limited to, work schedule disruptions, quality problems, and a limited or no increase in contract costs incurred by the Government. Any difficulties that may exist will be overcome with normal emphasis and monitoring.